

Solicitors' Journal.

LONDON, DECEMBER 20, 1879.

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CURRENT TOPICS.

IT IS UNDERSTOOD that it has been in contemplation to materially extend the hours during which the several offices of the Supreme Court are open in vacation, and to fix these hours from ten in the morning until four in the afternoon. We regret to hear that this proposal meets with strong opposition from some of the learned judges.

ALMOST SIMULTANEOUSLY with the request by a young lady to be examined at the preliminary examination for solicitors, an application in writing from another lady has been received at one of the Inns of Court with reference to the preliminaries for call to the bar. The applicant has been informed that under the regulations of the Inns of Court, ladies are not allowed to enter as students. With regard to the young lady candidate for the solicitors' examination, we are informed on authority that she has no intention whatever of presenting herself for examination in February next, in face of the reply of the council of the Incorporated Law Society. That ungallant body,

according to our correspondent, have "definitely said that they do not feel themselves at liberty to accept the notice of any woman."

IT IS REPORTED that, among other provisions proposed to be enacted by the new rules under the Supreme Court of Judicature (Officers) Act, 1879, there is one providing that administration proceedings shall not in future be commenced by summons. We need hardly say that the intention of the legislative provision relating to commencing such proceedings by summons was to save expense in simple cases, but by one of those curious revolutions which sometimes occur in legal matters, a writ of summons now costs less than an originating summons at chambers. We believe the suggestion is, that in future the plaintiff in simple administration actions shall indorse his writ with a claim that the estate may be administered by the judge at chambers. The result will be that, after the issue of the specially-indorsed writ, the plaintiff will, in cases where the proceedings may now be commenced by summons, proceed exactly in the same way as if he had taken out a summons according to the present practice. One incidental effect of the adoption of the proposed provision will be to abolish the expression "matter and cause," as indicating administration proceedings commenced in chambers. In future, all cases where there are plaintiffs and defendants will be "actions"; all other cases will be "matters."

A CURIOUS QUESTION came before the Lord Chancellor on Saturday last on a petition (*Re Dering*) for the sealing of a patent. It appeared from the statement of counsel that two provisional specifications were delivered on the same day, and, in fact, practically at the same moment, by two independent inventors. In the list of specifications these two were numbered consecutively, and the only reason why one bore an earlier number than the other was that both could not have the same number assigned to them. This, however, was a mere coincidence, and was not allowed to have any bearing on the decision of the Lord Chancellor. The principal point was that on one branch of the subject-matter of the proposed patents there was such an identity that it seemed impossible to distinguish the one from the other. One of the inventors had been a little more active than the other, and had succeeded in getting his patent sealed as of the date of the delivery of the provisional specification, and he now opposed the sealing of the other patent which was by law and practice entitled, if sealed at all, to be sealed as of the same day. Ultimately the Lord Chancellor allowed the second patent to be sealed. Here are materials for a curious conflict. Two persons have granted to them on the same day the Queen's "especial licence, full power, sole privilege, and authority" to use a certain process, and the public who may desire to make use of the process will require to know from which of the patentees they must procure a licence. It would appear that, unless the two patentees should agree to some joint form of licence, a licence must be procured from each of them. From what was stated before the Lord Chancellor it would appear that one of the patents contains parts of the process which are not in the other, and this is possibly the case with both of them; but in one main feature the two processes are admitted to be identical. It is to be hoped, in the interests of the public, that the two patentees will arrive at some arrangement for their mutual benefit for granting joint licences or in some similar way keeping down the expense to licensees. As the process is connected with the manufacture of steel out of the Cleveland iron, its possible value will be understood.

THE FAST APPROACHING CHRISTMAS is overshadowed with the apprehension of a legal calamity—the revival

of the discussions on the case of the Claimant. It is announced that the Attorney-General has granted his fiat for a writ of error, and that the case will be argued in the course of the ensuing sittings. The grounds of error are stated to relate to the cumulative sentences passed on the prisoner. There can be no doubt, of course, that a defendant charged with, and convicted of, several offences at the same time, of the same kind, may be sentenced to several terms of imprisonment or penal servitude, to take effect one after the conclusion of the other (see *R. v. Williams*, 1 Leach. 536; *Gregory v. R.*, 15 Q. B. 974). But the applicants in the present case contend that the offence of perjury with which the Claimant was charged was substantially one and the same offence, the parties in each instance being the same, the ends sought to be obtained being the same, and the allegations of perjury assigned being the same; and that this being so there was no power to award cumulative sentences. It would be absurd to venture an opinion as to the result of the proceedings, but we may be permitted to express a fervent hope that in the forthcoming hearing we may be spared that prodigality of words which made the trials of the Claimant a proverb in forensic history.

THE PROCEEDINGS at the recent meeting of the judges, mentioned in the letter from the Lord Chief Justice to Mr. Under-Sheriff Crawford, in which his lordship states that "the matter [of the Old Bailey dinner] has been considered at a recent meeting of the judges, and they were all of opinion that, desirous as they are of maintaining the most friendly relations with the Lord Mayor and the Sheriffs, the dining at the Central Criminal Court at the early hour of five o'clock is attended with so much inconvenience to the judges that they do not think it desirable to resume a practice which has now for some time been discontinued;" have given rise to considerable speculation, but we believe there is no foundation for the impression that the meeting referred to was in the nature of an inquest to ascertain the state of a member of the bench who had experimentally partaken of a city dinner at the early hour of five o'clock. It is understood, however, that the learned judges based their decision to some extent upon evidence consisting of reminiscences of the former Old Bailey *ménus*.

It is stated that there are in the United Kingdom 15,521 solicitors.

A fresh regulation, emanating partly from the Criminal Investigation Department of Scotland-yard, and partly from the Home Office, has come into operation at the present session of the Central Criminal Court, and has been productive of very considerable inconvenience. So far as can be ascertained, it appears that the magistrates at the police courts have been directed to bind over the witnesses to go before the grand jury on particular days, dependent on the period of the interval that has elapsed between the past and the approaching session of the Central Criminal Court. The effect of this regulation was that during a great portion of the day the grand jury had nothing to do, and although three courts were sitting there was very little business for them to do, and it was necessary to adjourn for considerable periods at intervals during the day. When the grand jury came into court with some bills shortly before the rising of the court, the foreman said that they had finished their business except one case, which could not be brought before them till the following morning, and he wished to know whether the grand jury would be compelled to attend to dispose of this particular case. The recorder replied that, owing to a fresh regulation, witnesses were summoned to attend on a particular day, and the arrangement had been productive of some little inconvenience at the present session, but he believed this would not occur again. As the business was not finished, he had no power to excuse them from attending on the following morning, but he was informed they would only be detained a very short time.

TITLES OF NEWSPAPERS AND BOOKS.

I.

In investigating the law with reference to titles of books and newspapers, the first point which arises for consideration is this:—Under what head are they to be placed; in what light are they to be discussed—are they to be treated, in short, as copyright or as trade-mark? This question is one which has given rise to some difference of language among judges, though we may, perhaps, be able to show that there was not much real divergence in opinion. All, however, have agreed that there is in a title a right capable of protection, and that right was distinctly asserted by Vice-Chancellor Stuart, in the well-known "*Bell's Life*" case (*Clement v. Maddick*, 1 Giff. 98), to be a right of property. The fact that protection is given to titles equally by those judges who take the one view as by those who take the other renders it not very easy to determine the exact grounds on which they have severally proceeded. The most distinct manner in which the issue could be raised would probably be by an application to register a newspaper title as a trade-mark, but no such application appears to have come as yet before any English court for decision. In America, however, the question has arisen, and the newspaper title, "*Our Society*," has been placed on the register of trade-marks. In upholding the correctness of this decision, the American writer, Mr. Browne, says, in his work on Trade-Marks, "It does not require any genius for one to call a newspaper by the name of sun, moon, or star. The name of a newspaper is a sign to arrest attention as it catches the eye. It points to something else. The heading is not offered for sale. Its office is simply to inform the public that the paper on which it is printed is the *Herald*, the *Sun*, or the *Globe*, as the case may be. The public care not a straw whether the heading be ornamental or plain; for the advantage in buying it is the intelligence, the editorials, the advertisements. The purchaser does not glance at the heading, the title, the name, except to be assured that he is getting the newspaper of his choice. He takes no delight in gazing upon the name or heading as a work of art. But the copyrighted article is the thing that is sold. The book, the map, the dramatic composition, the engraving, cut, photograph, &c., is the thing bought. The name of a newspaper is but the guide to the thing." And farther on he says again—"A newspaper being a vendible article, is as much a matter of merchandize as any thing can be. It would not be bought unless it contained or bore an authenticating sign. That sign is its name. Each issue may be ephemeral, and be at once consumed, but the name, its emblem, is permanent and invariable, and is the stamp of genuineness." In short, the title of a newspaper is as much the label by which literary material of a certain quality and character is recognized as the triangle or the goat's head is the label by which beer or thread of a certain quality and character is recognized. And if this is so, with regard to the title of a newspaper, it does not appear that any difference exists in the case of the title of any other book; for although the title of a newspaper in great circulation is more continuously under the eyes of the public, the title of a book, especially of one like "*The Christian Year*," which passes through many editions, is brought more or less frequently under their notice, and conveys a definite idea of the character of the work which it designates. The title is the index to the nature of the contents, just as is the mark on a bale of cotton goods or a packet of tea.

And how stand the authorities on the point? Lord Cottenham, in *Spottiswoode v. Clarke* (2 Ph. 154), seems to have thought that the title-page of an almanack was quite a different thing from a trade-mark, but the reasoning by which he supported that view was not conclusive. What he says is, "Take a piece of steel: the mark of the manufacturer from whom it comes is the

only indication to the eye of the customer of the quality of the article. So it is of blacking, or any other article of manufacture the particular quality of which is not discernible by the eye. But these cases are quite different from the present case, in which, if you are deceived at all, it is not by the eye." Lord Cottenham appears to have only had present to his mind the physical appearance of the mark to the eye; but that is not the true mode of testing the similarity of trade-marks, as was shown by Lord Cranworth in *Seizo v. Provenzano* (14 W. R. 357, L. R. 1 Ch. 192), in which he pointed out that the matter did not depend solely on the appearance of the marks to the eye, but on the name which the goods had acquired in the market by reason of the mark which they bore, and that it was not necessary to constitute infringement that persons should be deceived who saw the marks placed side by side. The fact, therefore, that the question of infringement of the title-page in *Spottiswoode v. Clarke* had to be determined on grounds irrespective of the actual appearance to the eye, did not distinguish that case from one of ordinary trade-mark.

The question next came before Lord Hatherley, when Vice-Chancellor, in the case of *The Correspondent Newspaper Company v. Saunders* (13 W. R. 804, 11 Jur. N. S. 540), where the publishers of *The Correspondent* newspaper sought to restrain the defendant from publishing another paper under the name of *The Public Correspondent*, and the Vice-Chancellor, after holding that registration of a newspaper was of no avail without actual publication, went on to express a doubt whether in any case registration would protect the title of the paper as being included in the copyright.

The doubt then expressed had three years later become a settled conviction, for in delivering the judgment of the Court of Appeal in Chancery in the "*Sporting Life*" case (*Kelly v. Hutton*, 16 W. R. 1182, L. R. 3 Ch. 703), Lord Hatherley, then Lord Justice, said distinctly, "It appears to us that there is nothing analogous to copyright in the name of a newspaper." But although, not satisfied with merely denying the existence of copyright in the title, his lordship went so far as to deny that there was even any analogy between the two, he went on to assert that the proprietor had a right to prevent any other person from adopting the same name for any other similar publication.

But if the name is to be protected, and yet not as copyright, under what other head can it be protected than under that of trade-mark? The right of the "proprietor" of a title, to use Lord Hatherley's phrase in *Kelly v. Hutton*, is not a mere right to protection against fraud, it is a right of property (*Clement v. Maddick*, *Bradbury v. Beeton*, 18 W. R. 33, 39 L. J. Ch. 57); and the language of Lord Eldon in *Hogg v. Kirby* (8 Ves. 215), and of Lord Cottenham in *Spottiswoode v. Clarke*, is no longer applicable now that the doctrine of trade-marks (thanks principally to Lord Westbury) is more clearly understood. As a trade-mark the magazine title "*Belgravia*" was treated by the Lords Justices in *Maxwell v. Hogg* (15 W. R. 467, L. R. 2 Ch. 307); and, in the same manner, Vice-Chancellor Malins in *Bradbury v. Beeton*, a case in which an alleged infringement of the title of *Punch* was concerned, coupled "the name or title of a periodical or magazine" with "labels on bottles" under the general description of trade-marks, and he decided the case on that footing. So, in *Dayton v. Wilkes* (17 How. Pr. 510), a judge of the Superior Court of the City of New York treated a question of newspaper title on the analogy of the rules in regard to trade-marks, and in another case in the New York Court of Common Pleas (*Matsell v. Flanagan*, 2 Abb. Pr. N. S. 459), the law of trade-marks was expressly applied.

On the other hand, even if, as appears to be the right conclusion at which to arrive, titles are trade-marks and not copyright, yet the connection with copyright is very strong, so strong that in *Jollie v. Jaques* (1 Bl. C. C.

61*), it was held by the United States Circuit Court that, where a claim to copyright in a musical composition failed, a claim to protection in respect of the title must necessarily fail also; for, said the judge in that case, "the title or name is an appendage to the book or piece of music for which the copyright is taken out, and if the latter fails to be protected, the title goes with it, as certainly as the principal carries with it the incident." And again, in *Osgood v. Allen* (1 Holmes, 185), the American court decided that the title of a copyrighted publication was not capable of protection as copyright, except in conjunction with the publication which it was used to designate, and that the copyright in the newspaper there concerned not having been infringed, that in the title had not been. Yet in this very same case in which the title was discussed as copyright, the judge went on to consider it in the light of a trade-mark, and after having declined to protect it as copyright, referred the case to a master for a report from the point of view of trade-marks.

The connection between titles and copyright is, then, very intimate, and in *Mack v. Petter* (20 W. R. 964, L. R. 14 Eq. 431), Lord Romilly used the word "copyright" as applied to the title of a book; "but it is impossible," says Vice-Chancellor Bacon, in the very recent case of *Kelly v. Byles* (40 L. T. N. S. 623), "to read his judgment and to doubt that the injunction he granted was to restrain the defendant's 'colourable imitation' of the actual book which the plaintiff had first sent into the world." Again, in *Weldon v. Dicks* (27 W. R. 369, L. R. 10 Ch. D. 247), Vice-Chancellor Malins came to the conclusion that the title of a certain book was included in the copyright by which the book itself was protected; but there the question of copyright or no copyright was immaterial to the decision of the case, as the defendant had copied, though in ignorance, the exact title of the plaintiff's book, word for word; and, having regard to the Vice-Chancellor's remarks in the earlier case of *Bradbury v. Beeton*, it seems not unreasonable to suppose that all he intended was to assert the plaintiff's title to relief, without examining too minutely the precise head under which it should be granted.

The last case on the subject is *Kelly v. Byles*, in which Vice-Chancellor Bacon considered an alleged case of imitation of a directory title, first in the light of copyright, and then in that of trade-mark; but as he came to the conclusion that the title used by the defendant was not intended or calculated to deceive, and that that not being so, he was not entitled to relief on either footing, not much light is thrown on the point now under discussion.

The foregoing review of the cases on the subject appears, however, to demonstrate that, in the opinion of the highest authorities, titles, though intimately connected with the copyright in the books, newspapers, &c., to which they are prefixed, are themselves trade-marks—that is to say, that, unlike the subject-matter of copyright, they are not protected on the ground of any intrinsic merit or value possessed by them, but that possessing, like other trade-marks, no intrinsic value of their own, they are protected for the purpose of insuring the uniform quality and genuineness of the articles to which they are attached.

At the Central Criminal Court, on Wednesday, Edward Froggatt was convicted of fraudulently appropriating a sum of over £8,000, which had been placed under his control as a trustee under a marriage settlement, and was sentenced to seven years' penal servitude.

Mr. Cole, Q.C., M.P., was seized with paralysis about a fortnight ago. He had been in his usual health up to that time, and a day or two previously had attended the dinner given by the members of the Western Circuit to Mr. Justice Bowen. The attack has been a severe one, and though Mr. Cole is now better, he is considered to be not out of danger.

THE LAW AS TO BIGAMY.

In the recent case of *Reg. v. Griffin*, (4 Ir. L. R. 497) the Court for the Consideration of Crown Cases Reserved in Ireland discussed some important questions in connection with the law relating to bigamy. The prisoner's first marriage (which was solemnized in Ireland in 1871) was duly proved, but as regards the second marriage, the evidence was that the ceremony was performed by Roman Catholic priests in a Roman Catholic church at a town in Illinois, in the United States, both parties being British subjects and Roman Catholics. Previous publication of the banns was proved, as well as subsequent cohabitation, but there was no evidence as to the marriage law of the State of Illinois. The prisoner was convicted, but Mr. Justice Fitzgerald reserved the case, the following being the principal points urged by the counsel for the prisoner:—1. The marriage law of the State of Illinois, or of the United States, ought to have been proved by the prosecution, and there was no evidence that the ceremony was in the form prescribed by either of those laws. 2. The offence, if any, was committed against the law of the State of Illinois, and was only punishable there, and the words, "whether the second marriage shall have taken place in England or Ireland, or elsewhere," in the 24 & 25 Vict. c. 100, s. 57, only refer to the dominions of the Queen.

The court were divided in opinion. The Lord Chief Justice of the Queen's Bench (with whom Mr. Justice O'Brien concurred) held that the validity of the marriage must depend upon the law of the country where it was celebrated, and that therefore the marriage law of the State of Illinois ought to have been proved as a question of fact. He declined to make any presumption in favour of the validity of the marriage. On the other hand, the Lord Chief Baron, Mr. Baron Fitzgerald, and Justices Barry and Lawson upheld the conviction, holding, first, that the words "or elsewhere" rendered every subject of the Crown who might commit bigamy in any part of the world amenable to the law if at any time he came within the Queen's dominions; and, secondly (on the authority of *Reg. v. Inhabitants of Brompton*, 10 East. 282), that a marriage between British subjects performed abroad, and having all the essence of a contract of marriage, will be presumed to be valid according to the law of the country where it was celebrated, and that therefore it was unnecessary for the prosecution to prove that there was no provision of that law which would invalidate the marriage.

The case of *Reg. v. Allen* (20 W. R. 756, L. R. 1 C. C. R. 367), which had the effect of overruling the decision of the Irish judges in *Reg. v. Fanning* (17 Ir. C. L. 289), was much discussed during the argument. Mr. Baron Fitzgerald held that the case had no application, but Mr. Justice Lawson accepted it as an authority. He quoted the following language of the Lord Chief Justice of England:—"Where a person already bound by an existing marriage goes through a form of marriage known to and recognized by the law as capable of producing a valid marriage, for the purpose of a pretended and fictitious marriage, the case is not less within the statute by reason of any special circumstances which, independently of the bigamous character of the marriage, may constitute a legal disability in the particular parties, or make the form of marriage resorted to specially inapplicable to their individual case"; and he drew from it the inference that "if two British subjects contract a marriage which would be valid if celebrated in their own country, it is immaterial whether that marriage takes place in a country whose laws do not at all recognize that form of marriage as valid, so far as the crime of bigamy is concerned." This point seems really to dispose of the whole case, so far as regarded the evidence of the American marriage.

Reviews.

SECURITIES FOR MONEY.

THE LAW OF MONEY SECURITIES. By C. CAVANAGH, B.A., LL.B. (Lond.), of the Middle Temple, Barrister-at-Law. London: Stevens & Sons.

This is an interesting treatise upon the important branch of law with which it purports to deal. In its design and scope the work is, we think, novel, and it will serve, therefore, to fill a place that has been hitherto empty on the shelves of our law libraries. The title, as the author himself suggests, is open to remark and criticism. The phrase "money securities" has an unfamiliar ring about it, and needs to be explained and defined. The author tells us that he has been led to coin a new phrase from a feeling that the expressions commonly in use to denote securities of a monetary nature are unsatisfactory, as being used in a sense too narrow or else too broad. Lawyers talk of "securities for money," laymen of "securities" simply, and neither one nor the other have, in the author's opinion, any very clear and definite idea of the object they mean to express. There is, no doubt, some truth in this statement. What is or is not technically a security for money is only to be learnt by wandering through "a wilderness of single instances," and it must be confessed that it is not easy to understand the principle underlying the decisions. It has been considered that an I.O.U. does not pass under a bequest of "money and securities for money" (see *Re Mason's Will*, 13 W. R. 799, 34 Beav. 499); and the same has been held with regard to bank stock and canal shares (*Ogle v. Knipe*, 17 W. R. 1090, L. R. 8 Eq. 434); while under a bequest of "all my moneys" a balance due on a banker's deposit account, and secured by deposit notes bearing interest, is held to be included. These decisions, and others of a like nature, go to establish technical refinements which it would perhaps be difficult to classify by reference to any known principle. On the other hand, if the legal interpretation of securities for money errs on the side of narrowness, the popular use of the word "security" errs still more on the score of vagueness. In the work before us, the term is limited to securities of a strictly monetary nature, such, e.g., as life assurance policies, guarantees, mortgages, bills of exchange, &c., as distinguished, on the one hand, from securities for property, such as fire insurance policies, and the like; and, on the other hand, from title-deeds and other documents establishing the right to property, which, strictly speaking, are not securities at all.

The brief opening chapter treats of the I.O.U. as being a money security of the simplest form, while other chapters relate to the subjects of lien and mortgage. The chapter on Bills of Sale discusses the various changes in the law effected by the Bills of Sale Act of the present year. Locke King's Act and the two amending Acts are fully dealt with, and some useful suggestions made as to various points in connection with them. The different Statutes of Limitation are given in their chronological order, followed by a lucid summary of the changes in that branch of the law introduced by the Real Property Limitation Act, 1874. A useful and interesting chapter, containing a detailed account of the Stock Exchange, its constitution, and the rules by which it is governed, concludes the volume. The author has the gift of a pleasant style; there are abundant and correct references to decisions of a recent date; and, in the matter of newly-enacted statutes, attempts are made, and, as we think, not without success, to grapple with points of practice and interpretation which as yet remain judicially unsolved. An appendix, in which is embodied the full text of several important statutes, adds to the utility of the work as a book of reference; and there is a good index.

General Correspondence.

TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—On the 9th of October last, I sent to the Incorporated Law Society the following letter:—

"24, Chancery-lane, London, W.C.,
"9th October, 1879.

"Sir,

"Myself v. Puxley and another.

"I beg to draw your attention to this case, where the defendants came to me with a most plausible tale as to salvage on a ship they had rescued on the Gun Fleet Sands.

"Thinking it was a swindle I allowed them to go on, and, after some trouble, got a detective at the office, and succeeded in capturing both of them. Full details appear in the daily papers of the 29th of September last.

"On the remand there were over a dozen solicitors present who had been swindled by the prisoners, and there is no doubt that they had been living for a long time on the proceeds of these frauds.

"My solicitor, Mr. Warde, who prosecuted for me, informs me that the prisoners are committed for trial, and that the bench expressed an opinion that it was such a wholesale fraud on the legal profession generally that the Law Institution ought to be communicated with, with a view to taking up the prosecution.

"I shall be glad to furnish you with any further information you may require.

"I have the honour to be, Sir,

"Your obedient servant,

"F. MORESBY-WHITE.

"To E. W. Williamson, Esq., Law Institution."

It appeared that the prisoners had been carrying on their frauds for some time, and had swindled a great number of solicitors, no less than five cases having been proved against them.

Under these circumstances, therefore, one would think that it was a case for the Incorporated Law Society to interfere, but, knowing their dilatory movements, I thought it best to communicate at the same time with the Home Secretary, which I did, and within three days from that date the Treasury took up the prosecution. The prisoners were committed for trial, and sentenced at the last sessions at the Central Criminal Court to a year and eighteen months' imprisonment respectively, and it was not until the 2nd of December (some time after they were tried and sentenced) that I received the following letter from the secretary of the Incorporated Law Society:—

"Incorporated Law Society,

"Chancery-lane, London, W.C.,

"1st of December, 1879.

"Sir,—I am directed by the Council of the Incorporated Law Society to acknowledge the receipt of your letter of the 9th of October last.

"The council desire me to inform you that they cannot assume the conduct of the prosecution referred to.

"I am, Sir, your obedient servant,

"(Signed) E. W. WILLIAMSON, Secretary.

"F. Moresby-White, Esq., 24, Chancery-lane, W.C."

It is hardly necessary to draw attention to the fact that it took the society from the 9th of October till the 1st of December to answer a letter which the Home Secretary answered within three days. Also, that the Incorporated Law Society did not think fit to conduct a prosecution on behalf of the legal profession which

the Treasury considered important enough to be taken up by Government.

F. MORESBY-WHITE.

24, Chancery-lane, Dec. 10.

THE LADY CANDIDATE.

[To the Editor of the Solicitors' Journal.]

Sir,—My attention has been called to a paragraph which has appeared in print to the effect that a young lady had applied to be examined at the Preliminary Examination for Solicitors, and which paragraph proceeds to state that "we understand that the young lady will present herself for examination in February next."

As there is a slight misapprehension in this statement, I should be obliged if you would permit me to correct it. The Council of the Incorporated Law Society have expressed their inability to accede to that young lady's application, and I believe that she has no intention whatever of presenting herself for examination in the face of their refusal to accept her notice.

The Council of the Incorporated Law Society have definitely said that they do not feel themselves at liberty to accept the notice of any woman, and here the matter will in all probability rest until it shall be thought advisable, by those interested in seeing women enabled to take part in any suitable branch of the legal profession, to test the question by taking steps to obtain judicial opinion.

I may add that an association was formed last year, of which I am the secretary, with the twofold object of promoting the legal education of women, and of assisting them to take part in any suitable branch of the legal profession. And I shall be very glad to receive, from any of your readers, any suggestion or criticism in reference to the work of the association.

R. LICHFIELD KING.

10, Sussex-place, Regent's Park, Dec. 17.

[But what is the "suitable branch?"—Ed. S. J.]

Cases of the Week.

WILL—TRUSTEES—SPECULATIVE SECURITIES—DISCRETION TO POSTPONE CONVERSION.—In a case of *In re Norrington*, before the Court of Appeal on the 15th inst., a testator, by his will, gave his trustees a limited power of investment of the trust funds. The life interest in the funds was given to his widow, with remainder absolutely to his daughter. Until conversion the net income of the property was to be applied as the income after conversion. The will expressly empowered the trustees "to postpone, for such period as they, in their free discretion, shall think fit, the sale and conversion into money of all or any part of my real and personal estate," and directed that the trustees were not to be responsible for any loss, risk, or damage that might be occasioned by or result from such postponement. The testator died in 1870. At the time of his death his estate consisted, in part, of four Egyptian bonds, and of some shares in an unlimited banking company. At the time of the testator's death, the bonds were worth £80 a piece. One of them was afterwards paid off at par, and the other three were sold in 1876 at £53 a piece. After the sale the price fell still further. The bank was in very good repute until in 1878 it stopped payment, and further calls were afterwards made on the shareholders. The daughter sought to make the trustees responsible for the loss which had resulted by their not having converted the bonds and the bank shares within a year from the testator's death. Bacon, V.C., held that the trustees were protected by the discretionary power given to them by the will, and this decision was affirmed by the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.J.). JAMES, L.J., said that if the court were to hold that the trustees were not to have the benefit of the provision contained in the will, it would be making a will for the testator, not construing the will which he had made. THESIGER, L.J., said that the words which the testator had used gave the trustees an absolutely unfettered discretion. He thought that the courts had gone quite far

enough, if not too far, in making artificial rules for the construction of wills. Such rules tended to the construing of wills according to the view which had been taken at some remote time of the way in which testators ought to dispose of their property. JAMES, L.J., expressed his concurrence in the observations of Thesiger, L.J.

MINE—COLLIERY LEASE—"WIN."—On the 16th inst. the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.J.), affirmed the decision of Fry, J., in a case of *Lord Rokeby v. Elliot* (27 W. R. 58, L. R. 9 Ch. D. 685). The question was as to the meaning of the word "win" in a lease of a coal mine. The plaintiff was the owner of the mine; the defendant was the lessee, and he was also the owner of an adjoining colliery. The lease gave the defendant power, by such ways and means as he should think fit, to win and work the plaintiff's coal, and in the first place to reimburse himself all such costs, charges, damages, and expenses whatsoever, which he should bear, pay, sustain, expend, or be put unto "in and about the winning thereof," by, with, and out of the profits to arise by sale of the coals which should be brought or gotten out of the plaintiff's mine, and, after payment of the costs, &c., of winning the coal, a royalty was to be paid to the plaintiff. The defendant had worked the plaintiff's coal by means of a driftway from the adjoining colliery, and he commenced the working on the 15th of July, 1864. The action was brought for an account and payment of royalties. And the main question was when the defendant could be said to have "won" the coal, and what deductions he was entitled to make in respect of the costs of "winning." Fry, J., held that the coal was won on the 15th of July, 1864, when the defendant first worked it for the purpose of sale. The winning was a single act, and it was not because there was capital expenditure for the subsequent purposes of the colliery that coal could be said not to be won. The defendant was, therefore, entitled to be allowed his expenditure in making the driftway up to the 15th of July, 1864, but not the expense of sinking a shaft which he sank in the year 1867 for the purpose of better ventilation. JAMES, L.J. (who delivered the judgment of the Court of Appeal), said that their lordships thought that the definition of "winning" contained in *Lewis v. Fothergill* (L. R. 5 Ch. 105), was as accurate as any definition could be. In that case James, V.C., said that "the coal was won when it was reached so as effectually to be worked." And Lord Hatherley, C., said he conceived that "the coal is won when it is put in a state in which continuous working can go forward in the ordinary way." JAMES, L.J., added that the coal was won when full practicable available access was given to the coal hewers so that they might enter on the practical work of getting the coal.

AGREEMENT TO REFER TO ARBITRATION—EXTENT OF ARBITRATOR'S POWERS.—In a case of *Piercy v. Young*, before the Court of Appeal on the 17th inst., the question was whether certain matters in dispute between the parties to the action were included in an agreement which they had entered into to refer to arbitration. The case of *Willesford v. Watson* (21 W. R. 350, L. R. 8 Ch. 473) was cited to show that, under such an agreement, it is for the arbitrator to determine whether the particular dispute is or is not comprised in the agreement. JESSEL, M.R., said that no such proposition was laid down by that case, but that it is only a decision that, upon the construction of the agreement there in question, power was given to the arbitrator to decide whether any particular dispute came within the agreement.

FIDUCIARY RELATIONSHIP—MOTION TO COMMIT—NO MEANS TO PAY—DEBTORS ACT, 1869, s. 4—DEBTORS ACT, 1878, s. 1.—In a case of *Manis v. Ingram*, before the Master of the Rolls on the 12th inst., a question arose whether the court would exercise the discretionary power given to it under section 1 of the Debtors Act, 1878, of refusing to send a debtor to prison. The defendant had acted as agent to his father of a farm, and had sold the farming stock, and had misappropriated the proceeds of sale, and an order had been made in the action directing him to pay £1,000 into court. Upon disobedience to the order a motion was now made to commit him for his contempt. In his affidavit in answer to the motion he claimed a large set-off against the sum due, for his services, and also alleged that he had no means to pay the

amount, as he was only earning £1 a week. It was argued, on the authority of *Barrett v. Hammond* (L. R. 10 Ch. D. 285), that the object of the imprisonment under the Debtors Acts was not punishment, but merely to get payment of the debt, and further that the defendant was not in a fiduciary capacity under the 4th section of the Debtors Act, 1869. JESSEL, M.R., was of opinion that the defendant was a person in a fiduciary capacity within the meaning of the 4th section of the Debtors Act, 1869, and that this was an extremely bad case, and one that deserved punishment. He dissented entirely from the notion that the Act of 1869 was not intended to be vindictive, and that the power of committal was not intended as a punishment. The object of the old Act had not been altered by the Act of 1878, and that Act was only intended to give the court the power in a very hard case—such as he had had before him before the present Act was passed, when a poor man was dying in prison, and he had had no power to help him—of releasing a prisoner, or of refusing to send him to prison. The want of means he certainly did not look upon as a case for the exercise of that discretionary power, and in the present case he was by no means sure the defendant had not the means to pay, and might not even now have the money he had misappropriated under his power or control. He looked upon the present defendant as certainly most deserving of punishment, and he should make the order asked for for his committal.

LANDS CLAUSES ACT, s. 70—"REAL SECURITIES"—INVESTMENT IN CORPORATION BONDS.—In a case of *Re Levick's Trusts*, before the Master of the Rolls on the 16th inst., a question arose whether, under the 70th section of the Lands Clauses Consolidation Act, a sum of money, paid into court for the purchase-money of certain land taken by a corporation, could be laid out in the bonds of the corporation as constituting an investment in "real securities." The corporation were authorized to borrow a large sum, at four per cent., secured by mortgage of their borough rates. It was stated that a similar order had been made in another branch of the court. JESSEL, M.R., considered that "real securities" meant mortgages of freehold or copyhold property. The borough rates could not be said to be real property. He certainly should not follow the order that was referred to, unless he saw the reasons for the judgment and found them satisfactory. He also refused to allow the petition to stand over to produce some other authority for the order now asked, as the object could only be to show that borough rates were "real" property, which he could not hold. The petition must be amended, and the money invested according to the Act.

PRACTICE—ADMINISTRATION ACTION—INFANT DEFENDANT—HEARING AS SHORT CAUSE—GUARDIAN AD LITEM NOT APPOINTED UNTIL AFTER THE HEARING.—In a case of *Re Goodwin (deceased)*, *Harris v. George*, before Hall, V.C., on the 13th inst., which was an action for administration of the real and personal estate of a testator, it was mentioned to the court that, as one of the defendants was an infant, and no guardian *ad litem* had yet been appointed, the consent of that defendant could not be obtained to the cause being heard "short." HALL, V.C., said that the order appointing the guardian *ad litem* might be produced to the registrar, and the judgment dated as of a day subsequent to the date of that order.

PRACTICE—EVIDENCE TAKEN DE BENE ESSE—SUIT TO ESTABLISH RIGHTS OF CUSTOMARY TENANTS—LAPSE OF SIXTY-FIVE YEARS—PUBLICATION OF DEPOSITIONS—FORM OF ORDER.—An application was made, upon motion, to Hall, V.C., on the 11th inst., on behalf of the plaintiffs in a suit of *Phillips v. Llanour*, that certain depositions of witnesses, who had been examined *de bene esse* in the year 1814 in a suit of *Moggridge v. Hall*, might be published and used as evidence, saving all just exceptions and all objections as to their admissibility. The circumstances, briefly stated, were as follows:—The suit of *Moggridge v. Hall* was brought by the plaintiffs on behalf of themselves and others, the customary tenants of the manor of Abercarne, to obtain a declaration of title to the mines and minerals of the manor. In the year 1814 the evidence of twelve aged persons was, by order, taken *de bene esse* on commission.

This commission and the depositions were duly filed in the Record Office. In June, 1870, Lady Llanover and her trustees commenced a suit, *Llanover v. Humphrey*, praying a declaration that they were entitled to the mines and minerals as lords of the same manor. In April, 1871, Hall being then dead, J. and P. Phillips, two of the defendants in the last-mentioned suit, commenced a suit, *Phillips v. Llanover*, against Lady Llanover and her trustees, and the trustees of the deceased defendant in the first suit, praying, by amended and re-amended bill of complaint, that the plaintiffs, as customary tenants of the same manor, might be declared to be entitled to the mines and minerals of the same manor, and for other relief relating to the same subject-matter, and that the suit might be deemed to be a supplemental suit to *Moggridge v. Hall*, and to have the benefit thereof, and, if necessary, be as a cross-suit to *Llanover v. Humphrey*. None of the suits had ever been brought to a hearing. The present application was made in the three suits, and, as above stated, on behalf of the plaintiffs in *Phillips v. Llanover*, in reliance upon the order of Lord Hardwicke in *Duke of Hamilton v. Meynel* (2 Ves. Sen. 496), and of the Court of Appeal in *Vane v. Vane* (24 W. R. 565). The motion was strenuously opposed by Lady Llanover and her trustees, but HALL, V.C., held that upon the authorities, as they stood, he could not refuse an order for publication, but that the order must be without prejudice to any exceptions as to the admissibility of the depositions in evidence. The costs of the motion to be costs in the suit of *Phillips v. Llanover*.

MINE—TRESPASS—ACCOUNT—ALLOWANCES—STATUTE OF LIMITATIONS.—In a case of *Trotter v. Maclean*, before Fry, J., on the 3rd inst., the action was brought in respect of a trespass consisting in an unauthorized working and removal of coal belonging to the plaintiffs by the defendant, who was the owner of an adjoining colliery, and the plaintiffs claimed an account and payment of the value of the coal which had been taken. The principal questions were whether the defendant was to be treated as having taken the coal fraudulently, and whether the Statute of Limitations applied, so as to restrict the account to a period of six years before the issue of the writ in the action. The plaintiffs were the trustees of a will, and had, in fact, no power to let or sell the coal. But under some misapprehensions as to their powers, negotiations had taken place in October, 1871, between the defendant and one of the then trustees, who was a solicitor, and acted as solicitor to the trustees, for a lease of the coal to the defendant, and after an interview between the solicitor and the defendant's manager, the latter wrote to the solicitor that he had instructed the person in charge of the defendant's colliery at once to commence working the trustees' coal. The working was accordingly commenced in November, 1871. In July, 1872, the trustees' solicitor wrote to the defendant's manager that he had discovered that the trustees had no power to lease their coal, and that, consequently, it was impossible for him to enter into any terms for the lease. After this the working was continued by the defendant up to October, 1872. The action was commenced in April, 1878. The solicitor trustee had died in 1875, and the plaintiffs did not, in fact, know of the defendant's working until January, 1877. FRY, J., held that all the trustees must be taken to have had notice, through their solicitor, that the defendant was about to work their coal, and that, inasmuch as the defendant acted in the first instance in the *bona fide* belief that he would obtain a good title to the coal, he could not, in respect of the coal which had been worked by him down to July, 1872, when he received distinct notice that the trustees could not give him a title, be treated as having worked the coal fraudulently. After that notice, however, his working must be treated as fraudulent. The Statute of Limitations, therefore, applied to the working before that notice was given, and the account would only extend to April, 1872, but it would lie on the defendant to prove that the coal which he had taken had been taken before April, 1872. In respect of the coal taken before July, 1872, the defendant would be allowed the cost of severance, as well as the cost of bringing it to bank; in respect of the coal taken after July, 1872, he would be allowed only the cost of bringing it to bank.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—NOTICE TO MAKE TIME OF ESSENCE OF CONTRACT—REASONABLENESS—PRACTICE—PLEADING—SPECIFIC DENIAL—EVIDENCE—COUNTER-CLAIM—REPLY—AMENDMENT—ORD. 19, RR. 3, 17, 20, 22—ORD. 27, r. 1.—In a case of *Gren v. Sevin*, before Fry, J., on the 13th inst., a question arose as to the validity and reasonableness of a notice given by a vendor to rescind his contract for sale, if the purchaser did not complete it by a specified day. There was also a question as to the effect of a reply to a counter-claim, and a further question as to the right of the plaintiff to call witnesses in answer to the counter-claim. The plaintiff, who was the lessee of a factory, granted an underlease of it to the defendant. The underlease contained a proviso that the defendant should have the option, at any time during the first seven years of the term thereby created, of purchasing the demised premises and the original lease for £5,000. On the 15th of March, 1877, the defendant gave the plaintiff notice of his intention to exercise the option of purchase. On the 20th of March an abstract of the plaintiff's title was sent to the defendant's solicitor, and on the 29th of March he sent to the plaintiff's solicitor a draft assignment of the original lease to the defendant. The plaintiff had previously mortgaged the original lease, and a dispute had arisen between him and his mortgagee as to the amount due on the mortgage. To settle this dispute an action was brought in the Chancery Division, and this led to great delay in the completion of the purchase. The draft assignment was retained by the vendor's solicitor until the 25th of March, 1879, when he returned it to the purchaser's solicitor considerably altered, and not then finally settled so that it could be engrossed. There was also sent with it a supplemental abstract of a further charge on the property, which had been created by the vendor since the purchaser had given notice of his intention to exercise his option. On the 3rd of April, 1879, the vendor's solicitor gave notice to the purchaser's solicitor that, if the purchase was not completed before the 22nd of April, the vendor would put an end to the contract. The purchase was not completed on that day, and on the 23rd of April the vendor commenced the action, claiming a declaration that the contract for sale had been duly determined. The purchaser delivered a defence and counter-claim. The defence made some admissions, and contained various statements of facts on which the defendant relied. And the counter-claim was as follows:—“And, by way of counter-claim, this defendant repeats the several matters hereinbefore stated and admitted, and claims as follows.” The claim was for the specific performance of the contract of sale. By his reply the plaintiff admitted some of the particulars of the defence, and joined issue “upon the several defences, save as aforesaid, and save in so far as the same do not admit the statement of claim.” And then, “in reply to the statements alleged by way of counter-claim by the defendant, the plaintiff repeats the several matters stated in the statement of claim and the admissions hereinbefore made, and says that, save as stated in the statement of claim or hereinbefore admitted, each of such allegations is untrue.” Upon the merits FRY, J., held that, at the time when the vendor gave the notice to make time of the essence of the contract, there had been no default or delay on the part of the purchaser. And he said that in all the cases in which it had been held that one party to a contract, by which time was not originally made of the essence, was entitled to give a notice making time of the essence, it was so held because the other party had been guilty of some default or unreasonable delay. Indeed, it was clear upon principle that that must be so, for one party to a contract could not be allowed of his simple volition to alter the terms of the contract. And, in the present case, even if the vendor was entitled to give the notice, yet the time fixed by it for the completion of the contract was, under the circumstances, unreasonably short. The great delay which had taken place on the part of the vendor would justify the purchaser in investing his purchase-money in such a mode that he could not obtain it in so short a time as less than three weeks. Moreover, the supplemental abstract had to be verified, and the draft assignment had to be finally settled and engrossed. The vendor was not justified in limiting so short a time for completion after his own great delay. On both grounds, therefore, the notice was invalid, and the original

action must be dismissed, with costs. It followed that the defendant was entitled on the counter-claim to judgment for specific performance of the contract, with costs. The vendor's title being admitted, there would be a reference to chambers to settle the assignment, in case the parties should differ; and, subject to the claim of the mortgagee, whose security was created before the contract, the defendant would retain his costs out of the purchase-money.

The question as to pleading was this. It was contended on behalf of the defendant that the plaintiff's reply amounted to an admission of all the facts alleged by way of counter-claim. And FAY, J., held that this was so, inasmuch as there was not a specific denial of each fact. He said that the object of the rules was that the exact point of the denial should be shown by the pleading, and it was not enough to deny a proposition in general terms. But his lordship gave leave to amend the reply. There was, he said, no surprise, and moreover the counter-claim had been drawn in a way which put a very unnecessary difficulty in the way of the plaintiff. It might or might not be an admissible mode of pleading, but it pitchforked into the counter-claim all the statements contained in the defence, and threw upon the plaintiff the obligation of a very detailed pleading in reply, which might possibly be very unnecessary. His lordship said that when he decided *Tidley v. Harper* (26 W. R. 263, L. R. 7 Ch. D. 403) he thought that, if a party chose to come to trial with such admissions on the pleadings, the opposite party was entitled to have the benefit of the admissions. The Court of Appeal, however, took a different view (27 W. R. 249, L. R. 10 Ch. D. 393), and held that the practice should be the same as that which had existed in chambers with regard to the amendment of pleadings.

The question as to evidence arose thus. After the plaintiff's case had been closed, the defence and counter-claim were opened, and evidence was called in support of them. When the plaintiff's counsel came to reply he insisted that he was entitled to call further evidence in opposition to the counter-claim, urging especially that, though he might not be able to succeed in obtaining a declaration that the contract had been rescinded, yet he might be able to show that the defendant was not entitled to specific performance of the contract. FAY, J., however, without laying down any general rule, refused to admit any further evidence, on the ground that in the particular case the issues of fact on the claim and on the counter-claim were identical.

Obituary.

MR. JOHN UNTHANK.

Mr. John Unthank, barrister, many years a master of the Queen's Bench Division, died at his residence, 59, Westbourne-terrace, on the 3rd inst., in his eighty-second year. Mr. Unthank was the son of Mr. William Unthank, solicitor, of Norwich, where he was born in 1798, and he was educated at Trinity College, Cambridge, where he graduated B.A. in 1822. He practised for many years as a special pleader, and was called to the bar at Lincoln's-inn in Hilary Term, 1843. He was formerly a member of the Northern Circuit. In 1859 he was appointed by Lord Campbell to a mastership in the Court of Queen's Bench, and he discharged his official duties with great ability and success, being highly respected by both branches of the profession for the patience and courtesy which he always displayed. About two years ago, after nearly nineteen years service, he was compelled by ill-health to retire upon a pension. Mr. Unthank was married to the daughter of the late Colonel Monier Williams, H.E.I.C.S., and sister of Professor Monier Williams.

MR. ARTHUR DAINTREE.

Mr. Arthur Daintree, solicitor, died at Petworth on the 1st inst. Mr. Daintree was the son of Mr. George Daintree, solicitor, of Petworth, and was born in 1803. He was admitted a solicitor in 1834, and soon afterwards succeeded to his father's practice. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Sussex, and he held several important public appointments. He was clerk to the trustees of the Petworth and Five Oaks Turnpike Roads, to the Petworth

Savings Bank, and to the Police Committee for West Sussex. He was also solicitor to the Petworth Association for the Prosecution of Felons, steward of the Manor and Honor of Petworth, and of other large Sussex manors, and superintendent registrar for the district. He was for many years clerk to the Petworth Board of Guardians, Assessment Committee, and Rural Sanitary Authority, but recently resigned in favour of his son and partner, Mr. Charles James Daintree, who was admitted a solicitor in 1875. His health had long been delicate, but his death was caused by the bursting of a blood vessel upon his brain. Mr. Daintree was buried at Petworth on the 6th inst.

MR. WILLIAM MOORE.

Mr. William Moore, solicitor, died at his residence, Herrington Hall, Sunderland, on the 24th ult. Mr. Moore was admitted a solicitor in 1843, and had practised for thirty-six years at Sunderland. He was formerly associated in partnership with his brother, the late Mr. Anthony John Moore (who was steward of the Manor of the ancient borough of Sunderland), and, subsequently, with his nephew, Mr. Anthony John Moore, jun., but more recently he had practised alone. He had a good commercial practice, and was for many years solicitor to the Sunderland Gas Company and to the Sunderland and South Shields Water Company. He actively supported the Liberal party, and his firm were formerly solicitors to the Sunderland Reform Association. His death has caused great regret in Sunderland and the neighbourhood.

MR. WILLIAM HAYES.

Mr. William Hayes, solicitor, of Halesowen, died at that place on the 20th ult. Mr. Hayes was the son of Mr. William Steel Hayes, of Halesowen, where he was born in 1807. He was admitted a solicitor in 1832, and in the first instance practised at West Bromwich. He afterwards returned to Halesowen and went into partnership with his father. He was next associated with Mr. Arthur Wright, the firm having branch offices at West Bromwich and Oldbury, and more recently he was joined by Mr. Arthur George Hayes, who was admitted a solicitor in 1874. He had been clerk to the county magistrates for the Halesowen Division for forty years, and to the county magistrates for the Rowley Regis Division ever since its formation. Mr. Hayes was a perpetual commissioner for Worcestershire, Staffordshire, and Warwickshire, and clerk to the Halesowen Burial Board, and he was formerly one of the deputy-coroners for the county.

MR. EDWARD NEWMAN.

Mr. Edward Newman, solicitor, died at Barnsley on the 5th inst. Mr. Newman was born in 1799, and was admitted a solicitor in 1821, and about two years later commenced to practise at Barnsley. He was formerly in partnership with Mr. William Newman, but more recently he was associated with his sons, Messrs. Charles Newman and Thomas James Newman. He was a perpetual commissioner for the West Riding, and had been registrar of the Rotherham County Court (Circuit No. 13), ever since the passing of the first County Courts Act, jointly with Mr. William Fretwell Hoyle, of Rotherham. He was also clerk to the Brampton Bierlow and Hooton Roberts Turnpike Trust, to the commissioners under the Barnsley Church Acts, and to the trustees of the Hemsworth Hospital, and the Hemsworth Grammar School. Mr. Newman, about twelve years ago, relinquished his practice in favour of his sons, but retained the county court magistracy. Soon after his retirement he was appointed a magistrate for the West Riding of Yorkshire. Mr. Newman's funeral took place at St. George's Church, Barnsley, on the 9th inst., a large number of his friends being present.

MR. RALPH PARK PHILIPSON.

Mr. Ralph Park Philipson, solicitor, died at Newcastle-upon-Tyne, on the 16th inst. Mr. Philipson was born in 1798. He was admitted a solicitor in 1819, and had practised for nearly sixty years at Newcastle. He was for many years in partnership with the late Mr. John Trotter

Bockett, but recently he was associated with his son, Mr. Ralph Philipson, who was admitted in 1857. Mr. Philipson took an active part in local and municipal business. He served the office of mayor of Newcastle in 1855, and he was shortly afterwards appointed a magistrate for the borough. In 1870 he was appointed town clerk of Newcastle, and he held that office until his death, and he had been clerk of the peace of the county of Durham since 1865. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Durham, Northumberland, and Newcastle-upon-Tyne, and his private practice was very extensive. He was also for many years solicitor to the Newcastle Trinity House.

MR. AUGUSTUS HENRY REID.

Mr. Augustus Henry Reid, solicitor, died at Nythfa, Wrexham, on the 3rd inst. Mr. Reid was the son of the late Dr. Reid, of Brook-street, Grosvenor-square, and was born in 1836. He served his articles with Mr. Herbert Lloyd, of Milk-street, and was admitted a solicitor in 1861. He practised first at 1, Wood-street, and afterwards at 14, Bow-lane. In 1868 he was appointed by the late Mr. Richard Lloyd Williams, judge of county courts for Circuit No. 29, to the magistracy of the Wrexham and Llangollen County Courts, and he had ever since resided at the former place. About the same time he went into partnership with Mr. Joseph Edward Turner, the firm having their London office first at 36, Gresham-street, and afterwards at 30, King-street, Cheapside. A few years later the partnership was dissolved, Mr. Reid retaining only the country business. Mr. Reid was a warm supporter of the Liberal party, and was treasurer of the Wrexham Liberal Association. He was married to a daughter of the late Mr. David Williams, formerly M.P. for Merionethshire. Mr. Reid's funeral took place on the 6th inst., and was attended by most of the solicitors at Wrexham, and by a large number of the local Freemasons.

MR. HENRY MORTLOCK.

Mr. Henry Mortlock, solicitor, of Caxton, Cambridge-shire, died at his residence at that place on the 1st inst. Mr. Mortlock was born in 1813, and was admitted a solicitor in 1835. He practised for a short time at Moldreth, but afterwards removed to Caxton, where he carried on business until his death. He had a good private practice, being the only solicitor at Caxton, and he held several important appointments. He was clerk to the county magistrates for the Caxton Division, to the Commissioners of Income and Assessed Taxes for the Langstone Division, to the Caxton Highway Board, and to the deputy-lieutenancy for the Caxton Sub-division, and superintendent registrar for the district. He was until recently clerk to the Caxton and Urrington Board of Guardians, having held that office ever since the formation of the Union, and he was also clerk to the Assessment Committee, Rural Sanitary Authority, and School Attendance Committee.

MR. GRANVILLE HARCOURT VERNON.

Mr. Granville Harcourt Vernon, barrister, many years chancellor of the diocese of York, died at his residence, Grove-hall, Retford, on the 8th inst., at the age of eighty-seven. The deceased was the son of the Most Reverend Edward Vernon Harcourt, D.D., Archbishop of York, by Lady Anne Leveson Gower, daughter of the first Marquis of Stafford, and he was uncle to Sir William Vernon Harcourt, Q.C., M.P. He was born in 1792, and was educated at Christ Church, Oxford, where he obtained a double-first in 1813. He was called to the bar at the Inner Temple about the year 1818, and practised for several years in the Court of Chancery, being also a member of the Northern Circuit. From 1816 till 1820 he was M.P. for the disfranchised borough of Aldeburgh, and in 1832 he was returned for East Retford in the Conservative interest, and held the seat without interruption till 1847, when he retired from Parliament. Mr. Vernon was a magistrate and deputy-lieutenant for Nottinghamshire, and was for over forty years official principal of the Chancery Court of York, and chancellor of the diocese. He resigned about three years ago, being succeeded in the former office by Lord Ponsonby, and in the latter by Sir Edward Beckett, Q.C. One of the

last cases decided by him was the case of Mr. Voysey, and his judgment therein was affirmed by the Privy Council. Mr. Vernon was a widower, having been married, first, to the only daughter of Mr. Anthony Hardolph Eyre, of Grove-hall, Retford, and, secondly, to a daughter of the late Lord Dacre.

Appointments, &c.

Mr. ARTHUR BURCH, solicitor, proctor, and notary, of Exeter, has been appointed by the Bishop of Exeter to be Registrar of the Consistorial Court of the Diocese, in succession to Mr. Edwin Force, deceased. Mr. Burch was admitted a solicitor in 1853, and is in partnership with Mr. Samuel Barnes. He is secretary to the Bishops of Exeter and Truro, and deputy-registrar of those dioceses, and solicitor to the Exeter School Board.

Mr. ARTHUR JOHN HAMMOND COLLINS, Q.C., has been appointed Recorder of the City of Exeter, in succession to Mr. Charles Greville Prideaux, Q.C. Mr. Collins was called to the bar at Gray's-inn in Trinity Term, 1860. He practises on the Western Circuit, and he became a Queen's Counsel in 1877. He is a bencher of Gray's-inn, and he has been recorder of Poole since 1873.

Mr. GABRIEL PRIOR GOLDNEY, barrister, succeeds Mr. Collins as Recorder of Poole. Mr. Goldney is the eldest son of Mr. Gabriel Goldney, M.P., for Chippenham, and he was born in 1843. He was educated at Exeter College, Oxford, and he was called to the bar at the Inner Temple in Easter Term, 1867. He practises on the Western Circuit, and also at the Wiltshire, Bath, and Bristol Sessions, and at the parliamentary bar. He has been recorder of Helston since 1876.

Mr. THOMAS CAVE HALL, solicitor and notary, of Deal, Sandwich, and Walmer, has been elected Clerk of the Peace for the Borough of Deal, in succession to Mr. Edward Drew, deceased. Mr. Hall was admitted a solicitor in 1832. He is registrar of the Deal and Sandwich County Courts, and he was, till his recent election, a member of the Deal Town Council.

Mr. THOMAS MICKLEM, jun., solicitor, of 19, Gresham-street West, has been appointed by Alderman Staples to be Ward Clerk of Aldersgate Ward. Mr. Micklem is the son of Mr. Thomas Micklem, solicitor. He is a graduate of St. John's College, Cambridge. He was admitted a solicitor in 1876, and is in partnership with his father, and with Mr. Henry De Jersey, the secondary of London.

Mr. CHARLES GREVILLE PRIDEAUX, Q.C., who has been appointed Recorder of the City of Bristol, in succession to the late Mr. Thomas Kingston Kingston, Q.C., is the son of the late Mr. Neame Greville Prideaux, solicitor, of Bristol. He was educated at Balliol College, Oxford, where he graduated first class in mathematics in 1831. He was called to the bar at Lincoln's-inn in Easter Term, 1836, and is a member of the Western Circuit. He became a Queen's Counsel in 1866. Mr. Prideaux is the author of a work on "The Law of Churchwardens." He is a bencher of Lincoln's-inn, and has acted as a commissioner for the trial of petitions under the Corrupt Practices (Municipal Election) Act, 1876. He was recorder of Helston from 1863 till 1876, when he succeeded Mr. Justice Lopes as recorder of the city of Exeter.

Mr. THOMAS SAMPSON, solicitor, of 252, Marylebone-road, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. RALPH SIMEX, solicitor and notary, of Sunderland, has been appointed a Magistrate for that borough. Mr. Simex was admitted a solicitor in 1855, and he is solicitor to the River Wear Commissioners. He was a member of the Sunderland Town Council from 1861 till last November, when he retired, and was also president of the Sunderland Law Society for 1874.

Mr. HENRY THRELFALL, solicitor, of Southport, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE DEEDS WAREY, barrister, who has been appointed Recorder of the Borough of Portsmouth, in succession to the late Mr. Sergeant Cox, is the eldest son of Mr. George Warry, of Shapwick House, Somersetshire. He

was born in 1831, was educated at Trinity College, Oxford, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1859. He practises on the Western Circuit, and at the Hampshire, Winchester, Portsmouth, and Southampton Sessions, and he is a magistrate for Somersetshire.

Mr. FRANCIS WILLIAM WATSON, solicitor, of Kendal, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIP.

ARTHUR OCTAVIUS BAYLEY and EDWARD BOWEN LAWES, solicitors, 25, Bucklersbury. October 31. (*Gazette*, December 12.)

ALLEN & GEORGE COTTERELL and HARRY EDWARD HOMAN, solicitors, 77, Chancery-lane (Cotterell & Homan). December 11. (*Gazette*, December 16.)

WILLIAM HENRY HUGHES and FREDERICK JAMES HUGHES, solicitors, 12, Chapel-street, Bedford-row (Hughes & Sons). October 25. (*Gazette*, December 16.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GROUND RENT'S SECURITIES ASSOCIATION, LIMITED.—By an order made by V.C. Malins, dated Dec 5, it was ordered that the association be wound up. J. J. Hutchinson, Gresham st, solicitors for the petitioner.

NATIONAL TEMPERANCE BEVERAGE COMPANY, LIMITED.—V.C. Hall has fixed Dec 23 at 12 at his chambers for the appointment of an official liquidator.

WESTERN DISTRICT BANK, LIMITED.—The M.R. has, by an order dated Nov. 13, appointed Mr. James Glegg, Moorgate st, to be official liquidator. Creditors are required, on or before Jan. 15, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, Jan. 23 at 11, is appointed for hearing and adjudge on upon the debts and claims.

[*Gazette*, Dec. 12.]

BIRMINGHAM POLT and NOT COMPANY, LIMITED.—By an order made by V.C. Hall, dated Dec 5, it was ordered that the voluntary winding up of the company be continued. Ullithorne and Co, Field ct, Gray's Inn, for Ullithorne & Co, Birmingham, solicitor for the petitioner.

BRITISH FIRE OFFICE, LIMITED.—The M.R. has by an order, dated Nov 4, appointed Alfred Audrey Broad, Walbrook, to be official liquidator.

BUTLER'S WHARF COMPANY, LIMITED.—All persons entitled to the outstanding debentures issued by Butler's Wharf Company, Limited, are, on or before Jan 7, to send by post to John Young, Coleman st, their Christian and surnames, addresses and descriptions, the full particulars of their claims in respect of such debentures, before V.C. Hall, on Jan 24 at 12, being the time appointed for adjudicating on the claims.

[*Gazette*, Dec. 16.]

UNLIMITED IN CHANCERY.

SALTHERN-BY-THE-SEA PIER COMPANY.—By an order made by V.C. Malins, dated Dec 5, it was ordered that the above company be wound up. J. H. and C., Bedford row, agents for Thompson, Jun, Middlesbrough, solicitors for the petitioners.

[*Gazette*, Dec. 16.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

EMPRESS ENGINEERING COMPANY, LIMITED.—By an order made by the Court, dated Dec 10, it was ordered that the above company be wound up. Mather, Liverpool, solicitor for the petitioners.

BARROW-IN-FURNESS and NORTHERN COUNTIES LAND and INVESTMENT COMPANY, LIMITED.—By an order made by the V.C., dated Dec 3, it was ordered that the above company be wound up. Mansfield, Barrow-in-Furness, solicitor for the petitioner.

[*Gazette*, Dec. 12.]

FRIENDLY SOCIETIES DISSOLVED.

ROBT SUNDAY & CO.—L. Grosvenor street Independent Chapel, Piccadilly, Manchester, held at the schoolroom of Grosvenor street Chapel, Grosvenor st, Piccadilly, Manchester. Dec 6.

[*Gazette*, Dec. 12.]

New Orders, Etc.

EXTRADITION.

Tuesday's *Gazette* contains an Order in Council, under which the treaty of 1874 with the Swiss Confederation for the mutual surrender of fugitive criminals is, in the terms of a convention entered into at Berne in the present month, prolonged for twelve months, to date from December 22, 1879.

TRADE MARKS.

In Tuesday's *Gazette* there is published a declaration between Great Britain and Denmark, signed at Copenhagen, November 28, to the effect that the two Governments, "with a view to the reciprocal protection of trade marks and trade labels, as well as industrial designs and patterns, in the two countries have agreed as follows:—The subjects of each of the contracting parties shall have in the dominions and possessions of the other the same rights as belong to native subjects, or as are now granted or may hereafter be granted to the subjects of the most favoured nation in everything relating to property in trade marks and trade labels, as well as in industrial designs and patterns. It is understood that any persons who desire to obtain the aforesaid protection must fulfil the formalities required by the laws of the respective countries."

SOLICITORS' ATTESTATION OF BILLS OF SALE.

At the Leeds Police-court, on Tuesday, before Mr. Bruce, Samuel Hirst, a money-lender and cornfactor, and Edward Read, a solicitor, were summoned for committing wilful and corrupt perjury in an affidavit made before Mr. E. Bond, Mr. Ferns prosecuted, and Mr. Pullan defended.

Mr. FERNS, in opening the case, said the proceedings, so far as he was concerned, would be of a very painful character, because he should be compelled, in the interests of his client, to prefer a charge against Mr. Read, whom he had known from his birth. It appeared that a Mr. Richardson, a book-keeper, living at Headingley, applied to the defendant Hirst for a loan of £20. That loan was agreed upon, and £4 was to be paid as bonus for costs, &c., incurred by Hirst in the transaction. The bill of sale was dated September 19, and the money was to have been paid on the 19th of the next month. Within a week of the money becoming due execution was put in, and upon the bill of sale the present proceedings were taken. It stated that it had been executed and attested by Read. Although there was a declaration to it signed by Richardson, in which he states, "I hereby acknowledge to have received to-day from the above-named mortgagee £20, being consideration money to be paid by him to me; and I further acknowledge that I fully understand the contents of this security, and I also further acknowledge that the solicitor, who is one of the attesting witnesses, fully explained to me the contents of this security before I received the consideration and executed this deed"—that declaration and the memorandum attached to this deed had been written before Richardson saw the bill of sale at all. He was told by a clerk in the employ of Hirst to sign it. He did sign it. He did not know anything at all about the materiality of it, nor was Read present when he signed it. Mr. Ferns added that in support of Richardson's statement he should call a witness to prove that he also had a similar bill of sale at the same time, and that Read was not present to sign and attest either of these deeds. The assignment of perjury was upon an affidavit sworn by Read, in which he said, "I, Edward Read, of Leeds, in the county of York, a solicitor of the Supreme Court of Judicature, make oath, and say as follows:—(1) That the paper writing hereunto annexed and marked A., is a true copy of a bill of sale, and every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof, and that the said bill of sale was made and given on the day it bears date, being the 19th day of September, 1879; (2) that I was present and did see Jas. Richardson, in the said bill of sale mentioned, and whose name is signed, thereto only sign and execute the same on the said 19th day of September, in the year aforesaid, and that the said James Richardson resides at No. 12, Cottage-road, Headingley, near Leeds, in the county of York, and is a bookkeeper; (3) that as attesting solicitor I did, before the execution of the said bill of sale by the said James Richardson, explain to him the effect thereof; (4) that the name Edward Read, set and subscribed as the witness attesting the due execution of the bill of sale, is of my proper handwriting, and that I am the only attesting witness to the said bill of sale, and reside at 9, Upper Fountains-street, Leeds, aforesaid, and am a solicitor of the Supreme Court

of Judicature. Sworn at Leeds, in the county of York, this 23rd day of September, 1879, Edward Read, before Mr. Edward Bond, a commissioner and administrator of oaths in the Supreme Court of Judicature in England." Under section 10 of the Bills of Sale Act, 1868, the execution of every bill of sale should be attested by a solicitor, and the attestation should state that before the execution of the bill of sale the effect thereof had been explained by the attesting solicitor. In this case there was no explanation by the attesting solicitor. There could be none, because he was not there at the time. A witness and Richardson went with a clerk of Hirst's to Fountaine-street, but found Mr. Read was out. They returned to Hirst's place of business in the Corn Exchange, and were told to appear again next day, and again go to Read. Read was still out, and there was no attestation by Read at the time and under the circumstances mentioned. Richardson would tell his Worship that he never saw Read in his life until after he had taken the summons out. The bill of sale was registered by Hirst, who also drew up the affidavit, or at least his clerk did for him. He had thus become liable to be indicted for perjury.

After formal evidence had been given of the bill of sale and affidavit, and of the swearing of the latter by Read,

James Richardson, bookkeeper, Cottage-road, Headingley, stated that on the 18th of September last, he called at Mr. Hirst's premises in the Leeds Corn Exchange. Hirst, he believed, was a money lender and cornfactor. He saw Mr. Hirst's clerk, with whom he arranged to call on the following day. On that day he called and saw Hirst. He told Mr. Hirst that he wanted to borrow £20. He was to give as security a bill of sale on his household furniture at 12, Cottage-road, Headingley, and to pay £4 interest for the loan. A bill of sale, ready filled up, was produced. The document was partly written and partly printed. Witness signed it, but before doing so went along with Mr. Samuel Charles Rusby and Mr. Hirst's clerk to Mr. Read's office. Mr. Read was not in, and they returned to Mr. Hirst's office. The clerk said to Mr. Hirst that Mr. Read was out—what should they do? Mr. Hirst said it could be signed there, and that he was to call next day and sign in the presence of Read. Witness signed the deed in the presence of Hirst, his clerk, and Samuel Charles Rusby. Hirst took possession of the deed. On the following day he called again at Hirst's office, whence he was conducted to Read's office in Upper Fountaine-street, by Hirst's corn man. Read was not in. He had seen Mr. Hirst several times since, but the first time he saw Read was on December 10, when he was pointed out to him. When he signed the bill of sale Read was not present, neither did the defendant read the bill over to him. At no time when he signed any document in connection with the bill of sale was Read present. The bill of sale was put in force in his house on the 7th of November.

Mr. PULLAN.—Are you prosecuting on your own account, or at the instigation of any other person?

Witness.—I understand, if I am rightly informed, by the Law Society.

Mr. PULLAN.—You are not prosecuting, really, then; you are an instrument in the hands of a trades union in Leeds, known as the Law Society?

Mr. BRUCE.—I don't know that it is a trades union; but if it is, what harm is there?

Mr. FERNS.—For the information of my friend, and with all respect to your Worship, if Mr. Pullan presses that matter, I shall show that the Law Society has nothing to do with this.

Mr. BRUCE.—This man is the prosecutor so far as this court is concerned.

Mr. PULLAN.—But he says he is instigated by the Law Society.

Mr. BRUCE.—It does not matter. Almost everybody is instigated by somebody.

Mr. PULLAN.—I only want to show that this man is not prosecuting *bond fide* on his own account as an injured person, but simply as the tool of some other person.

Mr. BRUCE.—It is not necessary that he should be an injured person. Anybody may take up a prosecution. He prosecutes on behalf of "our Sovereign Lady the Queen."

After some further evidence the case was adjourned for a week. Bail was allowed.

Law Student's Journal.

LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. A. M. Ellis, LL.B., in the chair. The question appointed for discussion was the following:—"A. lends his acceptance to B. and takes from him the following memorandum:—'As security I have warehoused in your name sundry lots of flour, and in consideration of your delivering to me, on my order, the said flour as sold, I undertake to pay you the proceeds of all sales thereof immediately on this receipt.' The property is warehoused in A.'s name. C., in ignorance of the foregoing facts, and *bond fide* believing the flour to be the property of B., lends B. money upon the terms of having possession of, and power to sell, the flour. B. obtains possession of the flour, by fraudulently misrepresenting to A. that he had found a purchaser, and hands it over to C. C. sells it, and the fraud being discovered, A. sues C. for the value. Can A. recover from C.?" Mr. Spiers opened the debate in the affirmative and was followed by Mr. Bower, who supported the negative. Messrs. J. W. Evans and Bateman Napier then spoke for the affirmative, and Messrs. E. Williams, Kirk, and Heppell for the negative. The question being put to the meeting was decided in the negative. The following cases amongst others were quoted:—*Pickering v. Busk* (15 East. 538), *Lindsay v. Cundy* (L. R. 2 Q. B. D. 96), *Hardman v. Booth* (1 H. & C. 803), *Moyce v. Newington* (39 L. T. N. S. 535), *Kingsford v. Merry* (1 H. & N. 503).

UNITED LAW STUDENTS' SOCIETY.

The annual general meeting of the above society was held at Clement's-inn Hall on the evening of Wednesday last. Mr. Quicke took the chair, and in the presence of a goodly assemblage of members, the various officers read their reports, which showed the affairs of the society to be in a progressive condition. The following officers were then elected for the ensuing year, viz., Mr. W. C. Owen, as secretary; Mr. D. A'D. Collier, as treasurer; Mr. Barren, as secretary for the Legal Correspondence Department; Mr. C. Kains-Jackson, as secretary for the General Correspondence Department; Mr. Quicke, as secretary for the Societies in Union; Mr. F. B. Moyse, as librarian; and Mr. R. G. Tompler, as reporter. Mr. Eustace Smith was elected auditor and Messrs. R. T. D. Acland, B. T. Bartram, and W. Dowson as members of the committee. The immediate publication of the annual report having been resolved upon, the meeting then adjourned.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

A meeting of this association was held on Monday, December 15, at the Law Library, W. F. Wilson, Esq., solicitor, in the chair. Six new members were elected, and several gentlemen proposed for election. It was decided that the association should postpone its next meeting until Monday, January 12. J. Walton, Esq., barrister, had kindly promised to read a paper on "The Measure of Damages in Actions of Tort"; Mr. Walton was, however, unfortunately prevented from attending owing to illness, and the very interesting and instructive paper which he had prepared was at his request read by Mr. Leslie, the hon. secretary. At its conclusion a hearty vote of thanks was accorded to Mr. Walton for his kindness in furnishing the paper. The question appointed for discussion was the following:—"A., by mining operations carried on by him on his own land, occasions injury to land and buildings of B., an adjoining owner. B. is held entitled to recover—in an action against A. founded upon such injury—compensation for the damage that has actually occurred at the time of action brought. Should he also be allowed to recover in the same action for prospective damage estimated to result from the act of A.?" Mr. A. Wilson opened the debate in the affirmative, and Mr. F. Smith followed in support of the negative. The case chiefly referred to was that of *Lamb v. Walker* (L. R. 3 Q. B. D. 389). The following members took part in the discussion:—Messrs. Sandya, Cameron, McMaster, J. Mills, Cornet, and Mackenzie. On the question being put to the vote it was decided in the negative by a majority of one.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The fourth meeting of the session of this society was held on the 6th inst., at the Law Library, Cross-street-chambers, when the chair was taken by C. H. M. Wharton, Esq., barrister-at-law. The minutes of the last meeting having been read by the hon. secretary (Mr. T. W. Millar) and passed, Mr. Hardman read an able and exhaustive essay on "Contributory Negligence." The question for discussion was as follows:—"B., a clerk to a local board, engaged to do all the work of the board as such clerk, without the express authority of the board enters into a simple contract under £50 with A. for work necessary to carry out the duties of the board. The terms of engagement between B. and the board are unknown to A. Is the board liable on the contract entered into by B. with A.?" Mr. Norton opened the debate in favour of the affirmative, and was followed by Messrs. Winsor, Norris, Price, and Rayner. Mr. J. C. Wilson led for the negative, and was supported by Messrs. Walley, Solly, Hislop, Hardman, and Rycroft. Mr. Norton having replied, the chairman summed up in favour of the affirmative, and the question was so decided by a majority of four votes. A hearty vote of thanks to the chairman, proposed by Mr. Hewitt and seconded by Mr. Law, brought the meeting to a close.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The last meeting of the session was held on Tuesday evening, December 16, in the Law Library. Mr. W. Johnson, presided. A vote of thanks was passed to the president of the society, Mr. John Cole, registrar of the Birmingham County Court, for a gift of books to the society's library of the value of five guineas. A resolution was passed unanimously that for the future the ordinary meetings of the society shall commence at half-past six instead of seven o'clock. A debate then took place on the following moot point:—"A testator bequeaths a sum of £1,000 to trustees in trust for A. for life; and after A.'s decease for her daughters who should survive her, with a restraint on anticipation. Is the restraint void as an infringement of the rule against perpetuities?"—*In re Teague's Settlement* (18 W. R. 752, L. R. 10 Eq. 564); *Buckton v. Hay* (23 SOLICITORS' JOURNAL, 867, 27 W. R. 527, L. R. 11 Ch. D. 645, 48 L. J. Ch. 563). The speakers on the affirmative were Messrs. O'Connor, Barrows, Mason, B. Smith, T. M. Whitehouse, and Taylor, and on the negative Messrs. Crookford, Davis, Samuel, and Steere. The chairman in his summing up, having ruled that the question was as to the actual state of the law as laid down in the authorities, and not as to the advisability of the Court of Appeal overruling them, for which the speakers on the negative contended, the point was unanimously decided in the affirmative. The first meeting of the spring session will be held on Tuesday, February 10, 1880.

On Tuesday, says the *Daily Chronicle*, an application was made to the Judicial Committee of the Privy Council on the part of a person to vacate an order of the Royal Court of Jersey made under peculiar circumstances. Some ten years ago the petitioner was found by the legal tribunals of that place to be addicted to intemperance, and a curator was appointed over his person and property. For several years past he had been reformed, and had held an appointment at a public institution. He had applied to the proper tribunal to get the curatorship removed, and the result was that his person was declared free, but his property, which was of some extent, was still kept under the power of the court, and out of his possession. On application to the Judicial Committee, an order had been sent to the Royal Court, and a report received to the effect that, until his family were in a position to earn their living, the Court thought the curatorship should continue. Counsel submitted that it was contrary to law and justice to retain the property, and yet grant personal freedom. Sir James Colville, in giving the judgment of their lordships, said the judges of the Royal Court had acted honestly, but erroneously, in the view they had adopted. Their lordships would advise her Majesty that the order of curatorship be removed, and as the person of the petitioner had been declared free, he was entitled to the same order as to his property.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BOCKETT, DANIEL SMITH, Lincoln's inn fields, Gent. Dec 31. Bockett v. Bockett, V.C. Malins. Heppburn, Cheapside.
COLLING, JOHN, Broyts Town, Hants, Genr. Jan 1. Colling v. Beaton, V.C. Bacon. Harlow, Southampton bidge, Chancery lane.
EVANS, CHARLES, Conduit st., Bond st, Tailor. Dec 31. Hands v. Hands, M.R. Rolder, King st, Cheapside.
GOULD, TOM, Newham, Gloucester, Solicitor. Jan 8. Gould v. Gould, V.C. Bacon. Gilbert, Newham.
MOFFAT, ISABELLA MARGARET, Colingburn rd, Gloucester rd. Jan 2. Moffat v. M. Hat, V.C. Hs l. Wason, Lincoln's inn fields.
MILLS, JOHN, Bradford, Cotton Warp Merchant. Jan 6. Stables v. Stewart, M.R. Robinson, Bradford.
RACH, REV. ARTHUR WARNER, Clarendon, Somerset. Jan 5. Walters and Co v. Rasch, V.C. Malins. Walters, New sq, Lincoln's inn.
SCOTTER, GEORGE, Welford ter, Upper Clapton, Bank Manager. Dec 23. Scotter v. Scotter, M.R. Cope, Austin Friars.
SMITH, GEORGE, Paddeokhu st, S. 8505, Esq. Jan 5. Smith v. Clutton, M.R. Huxey, New sq, Lincoln's inn.
TIPPING, EMILY, Norwich. Jan 1. Trevor v. Hollis, V.C. Hall. Liny, Norwich.
[Gazette, Dec 2.]

CHASE, CORNELIUS WILLIAM, Birmingham, Bookseller. Dec 31. Betts v. Chase, M.R. Burnan, Birmingham.
GROUT, SAMUEL, Chick, Essex, Miller. Jan 6. GROUT v. GROUT, M.R. Goody, Colchester.
JAMESON, WILLIAM, Railway approach, Fenchurch st, Ship Owner. Dec 29. Ship Owners' Equitable Mutual Insurance Association, Limited, v. Gibb, V.C. Hall. Jones, Martin's lane, Cannon st.
MARKS, LEON, Liverpool, Wash Manufacturer. Jan 8. Blanksom v. Marks, V.C. Malins. Nord n, Liverpool.
MURRAY, ALEXANDER, St. John's Hill, Wandsworth, Gent. Jan 1. Gathercole v. Murray, V.C. Hall. Vallance, Essex st, Strand.
SANDERSON, WILLIAM, Ashcby, Lincoln, Farmer. Jan 1. Sharpes v. Sanderson, V.C. Hall. Thompson, G. Nathan.
TORRE, FREDERICK, Shipbrook, Lincoln, Accountant. Jan 2. Torry v. Adams, M.R. Dyer, Boston.
TURNBULL, HENRY BENJAMIN, Wilton st, Belgrave sq. Jan 15. Turnbull v. Turner, V.C. Hall. L. woe, Scott's yd, Cannon st.
WOOD, THOMAS WILLIAM, Harleyford rd, Vauxhall, Licensed Victualler. Jan 5. Stratton v. Lawrence, V.C. Malins. Noton, St. Sway alley, Moorgate st.
[Gazette, Dec 3.]

BENNETT, JOSEPH, Sheffield, Gardener. Jan 15. Rogers v. Fawley, V.C. Hall. Parkin, Sheffield.
BOND, SARAH ANNIE, Chelmsford. Jan 9. Bond v. Duffield, M.R. Duffield, Tokenhouse yd.
BURNET, JOHN, Balsall Heath, Worcester, Colliery Proprietor. Jan 24. Burnet v. Burnet, V.C. H. l. Neal, Lane st.
KINGDON, WILLIAM, Devizes, Schoolmaster. Jan 12. Kingdon v. Kingdon, V.C. Hall. Stanbury, Plymouth.
RATCLIFFE, EMILY FRANCES, South Norwold. Jan 5. Hooper v. Ratcliffe, V.C. Bacon. Geare, Lincoln's inn fields.
SPICER, RICHARD, Harleisham, Kent. Gent. Jan 15. Reeves v. Spicer, V.C. Hall. Norwold, Charing, nr Ashford.
UWAIN, PHILIP, Sheffield, out of business. Jan 5. Uwain v. Uwain, M.R. Tottenham, Sheffield.
WOLMERSHAUSEN, GEORGE MICHAEL, Curzon st, Military Tailor. Jan 10. Wolmershausen v. Wolmershausen, V.C. Hall. Carr and Co. Basinghall st.
[Gazette, Dec 3.]

CRICK, JOSEPH, Woodditton, Cambridge, Innskeeper. Jan 9. Andrews v. Bulton, M.R. Perry, Lincoln's inn fields.
FISH, JOSEPH JAMES, Boundary rd, St. John's Wood, Bootmaker. Jan 9. Hirsch v. Fish, M.R. Yeo, Finsbury pavement.
FULLACK, JOHN, Liphook, Hants, Esq. Jan 19. Butler v. Mitchell, V.C. Hall. Bloxam, Chancery lane.
GLEN-CROSS, MARY SARAH, Tavistock, Devon. Jan 14. Glen-cross v. West, V.C. H. l. Bone, Devonport.
HARRISON, ANNE, Brimston Lodge, nr Reading. Jan 15. Pemberton v. Harrison, V.C. Bacon. Knecker, Dover.
LITTLE, THOMAS, St. George's st, Hereford. Dec 31. Hoady v. Little, V.C. Malins. Williams, King's Arms yd, Coleman st.
REED, ADAM, Reading, Jeweller. Jan 6. Joseph v. Reed, M.R. Maples, Frederick's pl, Old Jewry.
SMEDLEY, MENELA BURE, Grove Lodge, Regent's park. Jan 11. Knight v. Wilcox, V.C. Malins. Hill, Sierte-ne lane.
THORP, SAMUEL JOSEPH, Walthamstow, Major-gen Indian Army. April 2. Burridge v. Matthews, M.R. Lyeon, Badgo row, Cannon st.
[Gazette, Dec 12.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ALLEN, JOHN, Knighton, Leicester, Wine Merchant. Feb 1. Toller and Sons, Leicester.
BALDWIN, CHARLOTTE, Great Cornard, Suffolk. Jan 31. Sarr and Co. Abchurch lane.
BARRETT, CHARLOTTE, Lowestoft, Suffolk. Dec 25. Nicholson, Lowestoft.
BEWLEY, GEORGE, Stanwix, Cumberland, Carrier. Jan 10. Bondle, Carlisle.
BIRD, REV. GODFREY, the Rectory, Great Wigborough, Essex. Feb 14. Howard and Co, Colchester.

BUTTS, WILLIAM PITT, Woking, Surrey, Esq. Feb 1. Cunliffe and Co, Chancery lane
 DEDDEN, ANN, Selby, York. Jan 9. Bantoft and Son, Selby
 REMONDS, JOHN THOMAS, Trevelth, Monmouth, Colliery Proprietor, Jans. Oiver, Newport
 GOODMAN, JOHN, Eastbourne, Sussex, Esq. Jan 22. Bircham and Co, Austin Friars
 HARRIS, FANNY, Saint Bartholomew, Chichester. Jan 15. Sowton, Bedford row
 HILL, GEORGE, Highbury New Park, Banker. Jan 10. Sidney and Son, Furnival's-inn
 HOPKINS, ABRAHAM BURGE, Aston-juxta-Birm'ngbam, Gent. Jan 15. Whately and Co, Birmingham
 HOSBY, REV. JOHN, Taunton, Somerset, Independent Minister. Jan 12. Rossiter, Taunton
 JACKSON, CAPTAIN STANDISH RADLEY, Charles st, St James'. Jan 16. Freshfields and Williams, Bank bldgs
 JONES, ELIJAH, Widemarsh, Hereford, Farmer. Jan 17. Cornor, Hereford
 LEAROLD, WILLIAM, Huddersfield, Gent. Jan 31. Brook and Co, Huddersfield
 MEEN, JOHN, Macclesfield, Mercer. March 25. Peacock and Gracie, Manchester
 PALMER, BENJAMIN MYMENT, Colchester, Essex, Gent. Jan 1. Church, Colchester
 PEARCE, WILLIAM, Port Elizabeth, Cape of Good Hope, Captain in the Merchant Service. Jan 14. Smith and Atkinson, Rye
 RICHARDSON, WILLIAM THOMAS, Broad st, Golden sq, out of business. Jan 12. Wright, Walbrook
 RIDGWAY, ROBERT, Lower Broughton, Lancaster, Gent. Jan 21. Taylor and Co, Manches er
 SCOTT, THOMAS ALFRED EDWARDS, Worcester Park, Surrey, Colonial Merchant. Dec 31. Hopgood and Co, Whitehall pl
 SMITH, BRYAN SIDNEY, Liverpool, Esq. March 25. How, Shrewsbury
 STANT, ANN, Reading. Jan 19. Shoemaker, Gresham st
 WALKER, THOMAS, Derby, Coal Dealer. Jan 16. Gadsby, Derby
 WEBSTER, GEORGE, Hambleton, York, Farmer. Jan 9. Bantoft and Son, Selby
 WILKES, ELIZABETH, Moreley, Worcester. Jan 15. Whately and Co, Birmingham

[Gazette, Dec. 5.]

ASCELL, WILSON, Mumford crt, Milk st, Merchant. Jan 31. Heather and Sohn, Fatschauer-strasse
 BAILEY, HUGH ROBERT, Redcliffe sq, South Kensington, Gent. Jan 8. Arries and Co, Gracechurch st
 BAYFORD, REV. GEORGE, West Tested, Hants, Feb 2. Cave, Altrincham
 CHALLINOR, THOMAS, Bollington, Chester, Wheelwright. Jan 16. Brocklehurst and Co, Macclesfield
 COLLEDGE, THOMAS RICHARDSON, Cheltenham, Esq. M.D. Jan 15. Highurst and Sons, Cheltenham
 COWLAND, HENRY, Lincoln's-inn-fields, Solicitor. Jan 17. Cowland and Chedwye, Lincoln's inn fields
 DAKINS, REV. JOHN HORSLEY, Brighton, Clerk. Jan 31. Drummonds and Co, Croydon
 DECKMOND, WILLIAM ROBERT, Lintz Green, Durham, Colliery Owner. Dec 31. Bush, Newcastle-upon-Tyne
 ENTHWISTLE, THOMAS, Wiltshires, Hampshire. Jan 20. Enthwistle, Wiltshires
 FRIGGSON, JOSEPHINE CATHARINE, Haverstock-hill. Feb 1. Pattison and Co, Queen Victoria st
 FOWLER, CATHERINE, Stothouse, Gloucester. Jan 15. Palpps and Wicks, Gloucester
 HAYTON, DANIEL, Upper Tulse-hill, Surrey, Gent. Jan 19. Cookson and Co, New sq, Lincoln's-inn
 HITCHCOCK, CHARLOTTE, Leamington. Jan 15. Pyke and Co, Lincoln's-inn-fields
 KIRKPATRICK, HARRIET, Sutton, Surrey. Jan 15. Smith, Denbigh st, Fimlico
 LEWIS, ANTOINETTE, Upper Lewes rd, Brighton. Jan 1. Hamilton, Brighton
 LUCAS, SARAH ANN, Avenue rd, Regent's Park. Jan 15. Guscotte and Co, Essex st, Strand
 MORTON, JOHN JAMES, Scawthorpe, York, Farmer. Feb 10. Broomhead and Co, Sheffield
 NEEDHAM, RALPH, Forest Hill, Kent, Esq. Jan 15. Sheffield, Clifton st
 PASHLEY, ALEXANDER WILLIAM, Haigham, Norwich, Artificial Manure Manufacturer. Feb 1. Chittock and Woods, Norwich
 RAVERT, ELLEN, Clifton, Bristol. March 31. Pridaux and Clark, Bristol
 SUTHERELL, EDWARD JOSEPH, Blackheath, Kent, Secretary to the Commercial Gas Company. Jan 15. Thompson and Co, Cornhill
 STUART, ROBERT, Kirkcubbin, nr Dalkeith. Jan 1. Lidderdale, Castle Douglas
 SWEET, JOHN, East Stonehouse, Devon, Joiner in H.M.'s Dockyard. Jan 24. Gard, Devonport
 TROD, ALFRED, West Bromwich, Fishmonger. Jan 17. Rankin, West Bromwich
 THOMAS, ISABELLA, Banks-within-Northmoles, Lancaster. Jan 5. Weirby and Co, Southport
 TURNER, JOHN, Goxhill, Lincoln, Retired Farmer. Jan 31. Mason, Burton-upon-Avon
 TYSON, GEORGE, Conisdon, Lancaster, Tailor. Jan 8. Butler, Broughton-in-Furness
 WATSON, JOHN HURMAN, Upper Norwood, Gent. Feb 1. Patteson and Co, Queen Victoria st
 WHITEHEAD, WILLIAM, Sale, Chester, Gent. Jan 31. Nicholls and Co, Altrincham
 WILSON, JOHN, Bolton, Lancaster, Innkeeper. Jan 8. Challinor, Manchester
 WILSON, MARGARET, Lovains row, Tynemouth. Feb 7. Dale, North Shields

[Gazette, Dec. 9.]

County Courts.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Dec. 9.—*Re Gilbert Keighley.*

Fould applied on behalf of Benjamin Musgrave, the receiver appointed under the liquidation petition of Gilbert Keighley, of Bradford, worsted spinner and manufacturer, for directions as to removing, disannexing, or otherwise dealing with the tenant's and trade fixtures affixed to the several mills and the warehouse which were in the occupation of the debtor at the time of the filing of his petition. The affidavit of the debtor filed in support of the application showed that during the debtor's tenancy he had affixed looms and other machinery of the value to the estate of over £1,600, which the debtor was entitled to remove as between landlord and tenant, and which, in the event of his affairs going into liquidation and the trustee disclaiming the respective tenancies, would belong to the landlords, unless the debtor and the receiver had leave from the court to disannex such fixtures before the appointment of the trustee.

His Honour said the court had no power to give either the receiver or the debtor any greater rights than the debtor had. The receiver could not derive any authority from the court to do any act which the debtor could not have done without authority, but the court could sanction the receiver's concurring with the debtor in doing a lawful act, if that lawful act was done for the benefit of the estate. He had acted at Leeds upon such an application as was then before him, and had authorized the disannexing of trade fixtures before the meeting of creditors was held appointing a trustee. In the case at Leeds the fixtures were of considerable value. They were clearly trade fixtures, which, if there had been no insolvency, the debtor would have been entitled, by virtue of the contract between him and the landlord, to have removed at his own option. In that case the meeting of creditors was held before the fixtures had been disannexed, but the creditors, influenced, he supposed, by the view which he had expressed, adjourned the meeting without appointing a trustee, in order that, in the meantime, the right of the debtor might be exercised; and it was so done, and the fixtures were disannexed. The whole were sold by arrangement with the landlord, without prejudice to any question of his rights, and a separation was made of the value of the landlord's fixtures, as distinct from what were the trade fixtures, if the tenant was entitled to remove them. The case came before him, and he decided that the landlord had no right. There was no disclaimer in that case. There would have been if it had not been an arrangement. It was argued on the assumption that there had been a disclaimer by the trustee after his appointment, when the machines had been disannexed. They were disannexed before the appointment of a trustee, and he held that the estate was entitled to the value of the fixtures disannexed. He was rather sorry that the case was not carried further, so that a judgment on such an important question as that might have been obtained which would have been a higher authority than a county court judgment, which was no authority at all except in a particular case, and he was afraid that even when county court judgments were confirmed they were no authority, because there could be no appeal beyond a revisionary court. Considering the enormous amount of property which depended upon the adjudication of county court judges, their judgments ought to rest upon as high an authority as any of the judgments of a high court would rest. In the case in question, what induced him to act as he had done—and he explained it in order that if he was wrong he might be set right—was that it appeared to him that the rights of landlords, as regarded trade fixtures, rested upon the case of *Ex parte Brooke, Re Roberts* (27 W. R. 255). That case in effect only followed a previous decision of the Court of Appeal, in the case of *Ex parte Stephens* (26 W. R. 136). In that case there had been a lease of the trade fixtures. There was an appointment of trustee, and there was a disclaimer by the trustee, and after the trustee had disclaimed he removed the fixtures. After he had disclaimed, according to the plain language of the Act of Parliament, he had no longer any interest in the property. He was a trespasser if he went near, because the disclaimer operated as from the date of his appointment. In *Ex parte Brooke* the case was different.

The trustee was appointed, and, unfortunately, although the property in question was of small value, the lease had only one year to run. The trustee having been appointed, found the trade fixtures upon the premises, and he did what he had a perfect right to do—he disannexed the fixtures. It was not only a lawful act, but it was an act which it was his duty to do, because it was his duty to do the best for the estate, and to make the fixtures available for the purposes of the estate. In a case like the present, the debtor, before he filed his petition for liquidation, could remove the fixtures. After he had filed his petition, if an execution had been issued against him under which the fixtures had been seized by the sheriff, they could have been sold to a purchaser, and the purchaser would have had a right to disannex them. The landlord could not interfere, because it was a right which the tenant had. In *Ex parte Brooke* this state of things arose. The trustee having disannexed disclaimed, and the court held that according to legal logic, the logic upon which *Ex parte Stephens* was founded, and the trustee relied, whether the trade fixtures were removed before or after the appointment, made no difference. Living as he (the learned judge) did in a district where he could not fail judicially to know that an enormous amount of valuable trade assets to which creditors had a right to look existed in the form of trade fixtures, which merely became fixtures by a legal technicality, which it was difficult for men of business to comprehend, namely, by having a pin stuck in to steady them in working, his decision would amount to the confiscation of tens of thousands of pounds worth of property, clearly divisible among creditors, and in which the landlords had no shadow of a pretence for claiming any interest. They did not supply the machinery; they had done nothing towards giving themselves an interest in the machinery; they got it by legal logic. It seemed to him that if legal logic would protect trade, the courts—at least the inferior courts—were justified in resorting to legal logic for the purpose of protecting the interests of trade creditors. The Court of Appeal was most valuable, but even there there must be some delay in decisions. He observed that when the case of *Ex parte Brooke* was brought before the Chief Judge he seemed to think that it was too clear for argument. The trustee in that case was right. The decision of the Chief Judge was pronounced on the 29th of July. The judgment of the Court of Appeal was not pronounced till the 12th of December. If any unfortunate trustee had had to deal with those fixtures between the 29th of July and the 12th of December, it would have been his duty to have followed the decision of the Chief Judge. He would have been guilty of neglect if he had not done so. He would have been bound to have disannexed the machinery; to have made the best for the estate. He would not have been justified in following the decision of the county court judge at Halifax. His guide would have been the decision of the Chief Judge on appeal. If any unfortunate trustee between the 29th of July and the 12th of December had done his duty, mark what the consequences would have been. He would have been personally liable for all the consequences which resulted from obeying the law in the only form in which he could ascertain the law which it was his duty to obey. Considering that those consequences—so unjust to creditors, so unreasonably unjust towards landlords—would be the consequences of allowing the decision in *Brooke v. Roberts* to operate, it seemed to him that he was justified in taking a course which according to his view was according to law, and would prevent the injustice which would result from allowing the fixtures to remain so as to be operated upon by that decision. He was the more inclined to do so because he could not help thinking that some doubt crossed the judicial mind when the judgment in that case was prepared. Landlords built their mills; they had there their shafting; their room and power were costly. How were they to make all applicable but by inviting people to bring machinery into the mills? For the law to say that that machinery was to be the subject of confiscation in the event of insolvency seemed to him to be a result which the court ought to be careful to avoid. Therefore, as far as that court had any authority in the matter, he gave power to the receiver to act in concurrence with the debtor in disannexing such trade machinery as he, according to his contract with the landlord, would be entitled to disannex; he undertaking not to remove it until after the meeting of creditors had been held. It was

said that the machinery was worth £1,600. That was a material item, but the law ought not to depend upon the amount of the property, although its value might influence the discretion of a judge. In that case it would have the effect of saving £1,600 to the estate. His Honour concluded by suggesting that some arrangement should be come to with the landlord, so that litigation might be avoided.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTERS OF THE ROLLS.	V.C. MALKIN.
Monday, Dec. 22	Mr. Latham	Mr. King	Mr. Koe
Tuesday 23	Leach	Merivale	Clowes
	V. C. BACON.	V. C. HALL.	Mr. Justice FRY.
Monday, Dec. 22	Mr. Farrer	Mr. Cobby	Mr. Pemberton
Tuesday 23	Teesdale	Jackson	Ward

The Christmas Vacation will commence on Wednesday, the 24th day of December, 1879, and terminate on Tuesday, the 6th day of January, 1880, both days inclusive.

THE WINTER ASSIZES.

NORTHERN (Lord Chief Justice Coleridge and Lord Justice Brett).—Carlisle, Tuesday, January 13; Appleby, Friday, January 16; Lancaster, Saturday, January 17; Manchester, Thursday, January 22; Liverpool, Thursday, February 5.

SOUTH-EASTERN (Lord Justice Bramwell and Mr. Justice Denman).—Maidstone, Monday, January 12; Lewes, Monday, January 19; Hertford, Thursday, January 22; Chelmsford, Monday, January 26; Cambridge, Friday, January 26; Huntingdon, Monday, February 2; Norwich, Wednesday, February 4; Ipswich, Tuesday, February 10.

NORTH-EASTERN (Mr. Justice Lush and Mr. Justice Hawkins).—Newcastle, Monday, January 12; Durham, Saturday, January 17; York, Saturday, January 24; Leeds, Thursday, January 29.

OXFORD (Baron Huddleston and Mr. Justice Bowen).—Reading, Monday, January 12; Oxford, Wednesday, January 14; Worcester, Saturday, January 17; Stafford, Thursday, January 22; Shrewsbury, Saturday, January 31; Hereford, Wednesday, February 4; Monmouth, Saturday, February 7; Gloucester, Thursday, February 12.

SOUTH WALES (Mr. Justice Lindley).—Haverfordwest, Monday, January 12; Cardigan, Thursday, January 15; Carmarthen, Monday, January 19; Brecon, Saturday, January 24; Presteign, Wednesday, January 28; Chester, Saturday, January 31; Cardiff, Saturday, February 7.

Both civil and criminal business will be tried at these assizes.

In a case of *Re the Will of the late Thomas Furdon*, before the Probate Division on Tuesday, it was stated by counsel that the testator called on a firm of solicitors in Liverpool with his will, and made certain alterations. The will was left, the deceased given a memorandum concerning it, and it was handed to the clerk in charge of the safe, and placed by him in that receptacle. It could not now be found, and the theory advanced by one of the firm is that it was destroyed with the wills of a person whose name was very like that of the testator. That gentleman made several wills, and when a new one was executed the old one was destroyed. Sir James Hannen considered that a probable theory, and as it was shown that the deceased was sane, that he did not take the will away with him, and that the copy before the court expressed its contents, he found for the script, which leaves the property to the widow and children in question.

GAS SUPERSEDED BY DAYLIGHT.—See Chappuis' Patents.—69, Fleet street.—[ADVT.]

PUBLIC COMPANIES.

Dec. 18, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 97½	Annuities, April, '85, 9½
Do. for Account, 97½	Do. (Red Sea T.) Aug. 1898
Do. 3 per Cent. Reduced, 96½	Ex Billa, £1000, 2½ per Ct. 2½ pm.
New 3 per Cent., 96½	Do. £200, Do. 2½ pm.
Do. 3½ per Cent., Jan. '94	Do. £100 & £500, 2½ pm.
Do. 3½ per Cent., Jan. '94	Bank of England Stock, 270
Annuities, Jan. '80	Do. for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 102½	Inf. Pr. 5½ per Cent., May, 81
Do. for Account, —	Do. Debentures, 4 per Cent
Do. 4 per Cent., Oct. '85, 103½	April, '84
Do. do. do. Certificates —	Do. Do. 5 per Cent., Aug. '73
Do. Enforced Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
Ind. Inf. Pr., 5 per C., Jan. '73	Do. ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Black Bristol and Exeter	100	99
Black Caledonian	100	92½
Black Glasgow and South-Western	100	82
Black Great Eastern Ordinary Stock	100	58
Black Great Northern	100	122
Black Do., A Stock	100	116
Black Great Southern and Western of Ireland	100	115
Black Great Western—Original	100	108½
Black Lancashire and Yorkshire	100	125½
Black London, Brighton, and South Coast	100	26
Black London, Chatham, and Dover	100	146
Black London and North-Western	100	133½
Black London and South Western	100	79½
Black Manchester, Sheffield, and Lincoln	100	120½
Black Metropolitan	100	79½
Black Do., District	100	131½
Black Midland	100	77½
Black North British	100	142½
Black North Eastern	100	162
Black North London	100	53
Black North Staffordshire	100	—
Black South Devon	100	127
Black South-Eastern	100	—

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRAWLEY-BOEVEY.—Dec. 9, at Bombay, the wife of J. H. Crawley-Boevey, solicitor, of a son.
 HATTON.—Dec. 13, at 28, Addison-road North, W., the wife of Frederick Hatton, of 151, Strand, solicitor, of a son.
 MANNING.—Oct. 24, at Syney, N.S.W., the wife of Charles J. Manning, barrister-at-law, of a son.

MARRIAGES.

LITTLETON—MAYNARD.—Dec. 11, at St. James's, Piccadilly, Nicholas John Littleton, B.A., of the Middle Temple, Barrister-at-law, to Fanny Eliza, daughter of Frederick Maynard, of Upper Mitcham, Surrey.
 MORGAN—FOWLER.—Dec. 10, at Calcutta, William Carey Morgan, solicitor, Calcutta, to Katherine, daughter of William Fowler, J.P., of Wood End, Erdington, near Birmingham.
 WOONAM—GRAY.—Dec. 10, at Fringford, Oxfordshire, Richard Burgess Woonam, solicitor, of Newtown, Montgomeryshire, to Harriette Hamilton, only child of the late John Paxtington Gray, of Rathfarnham, county Dublin.

DEATH.

POWELL.—Dec. 10, at The Grove, Clapham-road, John Powell, late of H.M. Court of Probate, aged 85.

The following days have been fixed for holding the session on the Midland Circuit (Lord Chief Justice Cockburn and Mr. Justice Stophen): Aylesbury, Monday, January 12; Bedford, Thursday, January 15; Northampton, Monday, January 19; Leicester and borough, Thursday, January 22; Oakham, Tuesday, January 27; Lincoln and city, Wednesday, January 28; Nottingham and town, Tuesday, February 3; Derby, Monday, February 9; Warwick, Friday, February 13.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 12, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Aaronson, Samson, Thanet's pl, Strand, Ladies' Outfitter. Pet Dec 8.
 Murray, Jan 16 at 11
 Boetsch, Auguste, Grant rd, Wandsworth, Professional Cook. Pet Dec 9.
 Murray, Jan 16 at 12
 Brownlow, Joseph, Mordaunt st, Brixton, Salesman. Pet Dec 9.
 Murray, Jan 16 at 11.30
 Dalston, W H Maxwell, Aldersgate st. Pet Dec 8. Murray.
 Jan 16 at 11

To Surrender in the Country.

Burton, Leonard Beecher Tester, Brighton, Wine and Spirit Merchant Pet Nov 26. Jones, Brighton, Dec 23 at 12
 Crandon, Robert John, Bodminster, Bristol, Beerhouse Keeper. Pet Dec 10. Harley, Bristol, Dec 23 at 2
 Green, William, St David's Hill, Exeter, Police Inspector. Pet Dec 10.
 Daw. Exeter, Jan 6 at 11
 Holloway, William, Kingsland, Hereford, Farmer. Pet Dec 9. Robinson. Leominster, Jan 1 at 2.45
 Mackman, William, Whaplode Grove, Lincoln, Baker. Pet Dec 8. Glasier. King's Lynn, Dec 24 at 11
 Ormerod, James, and Lawrence Ormerod, Waterfoot, Felt Manufacturers. Pet Dec 8. Tredwell. Ockham, Dec 24 at 11
 Ryder, Robert, Kingston-upon-Hull, Commission Agent. Pet Dec 9. Rolitt. Kingston-upon-Hull, Dec 23 at 3
 Salter, Charles, jun., Newlands Broadclat, Devon, Gent. Pet Dec 10.
 Daw. Exeter, Jan 6 at 11
 Tucker, Mary, St Thomas-the-Apostle, Devon. Pet Dec 10. Daw. Exeter, Jan 6 at 11

TUESDAY, Dec. 16, 1879.

Under the Bankruptcy Act, 1869

Creditors must forward their proofs of debts to the Registrar

To Surrender in London.

Caspers, Alfred, and Charles Julius Caspers, Walbrook, Watch Importers. Pet Dec 11. Hazlett. Jan 16 at 12
 Lunan, John, Leadenhall st, Merchant. Pet Dec 11. Hazlett. Jan 12 at 1

To Surrender in the Country.

Dryden, John, Mohope, Northumberland. Pet Dec 11. Daggett. Newcastle, Dec 31 at 11
 Edwards, Corbet Chastell, Portwood, Hants. Pet Dec 10. Daw, Jan. Southampton, Jan 8 at 12
 Firth, William, Rastrick, York, Woollen Cloth Merchant. Pet Dec 13. Rankin. Halifax, Dec 31 at 3
 Sheaf, William Henry, Whitwell, Derby, Tailor. Pet Dec 12. Rodgers. Sheffield, Dec 30 at 10.30
 Winra, Henry, Leicester, Builder. Pet Dec 12. Ingram. Leicester, Dec 30 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Dec 16, 1879.

Ward, James, Liverpool, Metal Dealer. Dec 13

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 12, 1879.

Adams, Stephen, Globe rd, Mile End, Engineer. Dec 20 at 10.30 at 49, Bromley st, Commercial rd, East. Goatly, Westminster bridge rd
 Armstrong, William, Langring, Camberland, Farmer. Dec 23 at 3 at the Lion and Lamb Inn, Winton. Thornburn, Carlisle
 Avenell, William, Bradbury, Wilts, Farmer. Dec 31 at 12 at the Goddard Arms Hotel, Swindon. Bradford and Foote, Swindon
 Ayre, Robert, Stockton-on-Tees, Durham, Innkeeper. Dec 31 at 11 at offices of Trotter, Bank chambers, Stockton-on-Tees. Thomas, West Hartlepool
 Bainbridge, Thomas, Fighting Cocks, Durham, Bricklayer. Dec 22 at 11 at offices of Robinson, Chancery lane, Darlington
 Ball, John, Stone, Stafford, Seed Merchant. Dec 23 at 2 at the offices of Turner, Bagnall at, Newcastle-under-Lyme
 Barlow, Charles, sen., King Edward rd, Hockney, out of business. Dec 31 at 2 at offices of Morphet and Hanson, King st, Chesapeake. Terry, King st, Chesapeake
 Barrow, Thomas, Sedburgh, York, Hotel Proprietor. Dec 29 at 2 at the Board Room, Market pl, Kendal. Thompson and Wilson, Kendal
 Belsner, John, Commercial st, Whitechapel, Bootmaker. Dec 29 at 12 at offices of Preston, Mark lane
 Berringer, George, Fore st, Licensed Victualler. Dec 23 at 11 at offices of Roberts, Coleman st
 Betts, Benjamin, Southampton, Boot and Shoe Manufacturer. Dec 22 at 12 at offices of Davis, Portland st, Southampton. Guy, Southampton
 Bird, James, Kingswinford, Stafford, Grocer. Dec 30 at 3 at offices of Waldron, High st, Brierley hill
 Blaener, Theodor, Waterloo rd, Metal Worker. Dec 19 at 3 at offices of Chipperfield, Trinity st, Southwark
 Bourne, Thomas, jun, Fleething, Sussex, Farmer. Jan 8 at 12 at Cannon st Hotel, Cannon st. Langham, Uckfield

- Bowers, Joseph, High Fields, Stafford, Farmer. Jan 5 at 2 at Green Man Hotel, Ashborne. Wise and Co, Ashborne
- Brett, Henry Richard, and Richard Francis Williams, High Holborn, Wine Merchants. Jan 1 at 2 at firms of Court Hotel, High Holborn.
- Humphreys and Son, Holborn Viaduct
- Brook, Julius, Manchester, Grocer. Dec 23 at 2 at offices of Addleshaw and Warburton, Norfolk st, Manchester
- Brook, Richard, Wagner st, Old Kent rd, Contractor. Jan 5 at 2 at offices of Berry and Binns, Chancery lane
- Bryant, William, Ewmsie, Oxford, Farmer. Dec 20 at 2 at offices of Swense and Thompson, Clarn Market st, Oxford
- Burgess, Frederick, Vyner st, Hackney, Upholsterer. Dec 29 at 11 at offices of Preston, Mark lane
- Camm, Thomas Green, Hanley, General Dealer. Dec 22 at 2 at Queen's Hotel, Stephenson place, New st, Birmingham. Allen, Sheffield
- Caswell, George, Wolverhampton, Grocer. Jan 3 at 11 at offices of Barrow, Queen st, Wolverhampton
- Charleston, Francis William, Bristol, Builder. Dec 20 at 11 at offices of Moores, Nicholas st, Bristol
- Charley, Robert, Todmorden, Lancashire, Greengrocer. Dec 27 at 11 at offices of Lawson, Peter st, Manchester
- Clarke, Thomas, Bakewell, Derby, Draper. Dec 27 at 3 at offices of Brookhead, Bakewell
- Costes, Frederick Joseph, Burton-on-Trent, Baker. Dec 27 at 12 at offices of Baker, Bridge st, Walsall
- Cohen, Charles, Essex rd, Islington, Clerk. Dec 19 at 10 at offices of Marchant and Co, Ludgate hill
- Cook, Nathaniel, Elston, Lancashire, Farmer. Dec 29 at 3 at offices of Thompson and Claven, Lune st, Preston
- Cook, William, Hertford, Beerhouse Keeper. Dec 29 at 12 at offices of Armstrong and Bowers, Fore st, Hertford
- Crover, Enoch, Sedgley, Staff rd, Colliery Proprietor. Dec 23 at 4 at offices of Warrington, Castle st, Dudley
- Cox, Sarah, Eton, Bucks, Licensed Victualler. Dec 31 at 2 at offices of Durant, Clarence villas, New Windsor
- Croby, William, Liverpool, Plumber. Dec 30 at 3 at offices of Avison and Morton, Cook st, Liverpool
- Cruikshank, John, North Shields, Merchant Tailor. Dec 23 at 3 at offices of Smith, Camden st, North Shields
- Darker, George, Nottingham, Grocer. Dec 29 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham
- Davis, George, Broadfields, I.W., Farmer. Dec 31 at 2 at 20, Holyrood st, Newport. Damant and Son, I.W.
- Dawe, Charles, Redmarley D'Abbot, Worcester, Farmer. Dec 24 at 2 at the Swan Hotel, Tewkesbury. Cooke, Gloucester
- Dawes, John, Birmingham, Brewer. Dec 24 at 12 at offices of Warrington, Castle st, Dudley
- Dennis, George, Loughborough, Leicester, Haberdasher. Dec 30 at 12 at offices of Deane and Hands, Market place, Loughborough
- Dewhurst, James, Liverpool, Refreshment-house Keeper. Dec 30 at 3 at offices of Puxton, Dale st, Liverpool
- Dibben, Frederick, Ringwood, Hants, Grocer. Dec 30 at 2.15 at Crown Hotel, Ringwood. Sharp, Hants
- Dodd, James, Chester, Hay and Straw Dealer. Dec 23 at 11 at offices of Churton, Eastgate buildings, Chester
- Dowler, Frederick, Selhurst rd, South Norwood, Manager. Dec 23 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
- Drysdale, George, Arrowsmith, Swansea, Colliery Proprietor. Dec 22 at 3 at offices of Glascombe, Fisher st, Swansea
- Eastell, Edwin, Astell-juxta-Birmingham, Fishmonger. Dec 24 at 11 at offices of Asen, Waterloo st, Birmingham
- Elkin, Walter Henry, Birmingham, Eating-house Keeper. Dec 24 at 10.30 at offices of Jacques, Temple row, Birmingham
- Ellicock, Joseph, Bourn, Lincoln, Silversmith. Dec 23 at 11 at offices of Deacon and Wilkins, Cross st, Peterborough
- Evans, John, Garth, Carnarvon, Farmer. Dec 22 at 2 at offices of Price, Talley. Price and Lloyd, Lampeter
- Eve, Frederick, Newport Pagnell, Buckingham, Corn Dealer. Dec 30 at 12 at Swan Hotel, Newport Pagnell. Bull, Newport Pagnell
- Fearon, William George, Newcastle-upon-Tyne, Bacon Factor. Dec 24 at 11 at offices of Fybus, Dean st, Newcastle-upon-Tyne
- Foster, Joseph Perabuse, Birmingham, Metal Dealer. Dec 31 at 12 at offices of Whately and Co, Waterloo st, Birmingham
- Gobbett, Henry, Hertford rd, Kingland rd, Omnibus Driver. Dec 30 at 2 at offices of Brighton and Co, Bishopsgate at without
- Gold, Levy, Middlesex st, Aldgate, Clothier. Dec 18 at 3 at offices of Catlin, Wormwood st
- Goldmid, Everard Vaughan, Observatory avenue, Kensington, Lieut of Marines. Jan 6 at 3 at offices of Lewis and Lewis, Ely place, Holborn
- Grant, William Peter, Cambridge, Bookeller. Dec 29 at 3 at offices of Symonds, Benet st, Cambridge
- Groom, Joseph, Chertston, Stafford, Boot Maker. Dec 23 at 3 at offices of Hollinshead, Tunsall
- Hall, John, Preston, Lancashire, Grocer. Dec 30 at 11 at the County Court, Wincley st, Preston. Whiteside, Preston
- Hammersley, William, Birmingham, Tea Dealer. Dec 24 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham
- Harris, Robert Tomkins, Balsall-leath, Worcester, Painter. Dec 23 at 11 at offices of Parry, Bennett's hill, Birmingham
- Harrison, George, South Newbold, York, Farmer. Dec 29 at 12 at offices of Mann and Son, New st, York
- Heath, William, Newcastle-under-Lyme, Newsagent. Dec 23 at 3 at offices of Turner, Bagnall rd, Newcastle-under-Lyme
- Henson, George, Leicester, Labourer. Dec 29 at 3 at offices of Smart and Jeffs, Silver st, Leicester. Buckley, Leicester
- Holey, George Thomas, Leeds, Mill Furnisher. Dec 23 at 3 at offices of Ford and Warren, Albion st, Leeds
- Holmes, John, Edbaston, Birmingham, Butcher. Dec 22 at 3 at offices of Follows, Cherry st, Birmingham
- Hoppe, Henry, Redmister, Sowerest, Dairyman. Dec 24 at 2 at offices of Clifton and Carter, Broad st, Bristol
- Hopkinson, Charles Napoleon, York, Gentleman. Dec 24 at 2 at Abbott's North Eastern Hotel, York. Costes and Son, Wetherby
- Horne, Octavius, Upper Thames st, Carrier. Dec 20 at 11 at offices of Stephens and Co, Bedford row
- Hunt, Bowler, and Thomas Newson, Barton-upon-Humber, Lincoln, Engineers. Dec 23 at 2 at the George Hotel, Barton-upon-Humber
- Stead and Sibree, Kingston-upon-Hull
- Hurst, Thomas Thompson, Upwell, Norfolk, Innkeeper. Dec 30 at 1 at the Public Hall, Wisbech, St Peter. Webber, Upwell
- Jones, Daniel, Eastville, Gloucester, Butcher. Dec 24 at 13 at offices of Clifton and Carter, Broad st, Bristol
- Joner, Henry, Newport, Monmouth, Engineer. Dec 24 at 2 at offices of David, Tredscar pl, Newport
- Joyce, James, Penzance, Boot Dealer. Dec 29 at 3 at offices of Boring and Co, Clarence st, Penzance
- Kelly, James, Theberton st, Islington, Tailor. Jan 2 at 3 at offices of Tippetts and Co, St Thomas Apostle
- Kelsey, William, Sunderland, Consulting Engineer. Dec 23 at 11 at offices of Kidson and Co, John st, Sunderland
- Kemp, Henry Fiddington, North Elkington, Lincoln, Farmer. Dec 23 at 11 at offices of Grange and Winttingham, St Mary's chambers, West St Mary's gate, Great Grimsby
- King, Alfred, Winchester, Market Gardener. Dec 22 at 3 at 38, Jewry st, Winchester. Bailey and White
- Lambert, Edwin, Winchester, Tailor. Dec 22 at 4 at 38, Jewry st, Winchester. Bailey and White
- Latham, Thomas, Middlewich, Chester, Grocer. Dec 24 at 12 at offices of Green and Dixon, High st, Winsford
- Leaver, Thomas Bird, Bradford, Law Stationer. Dec 24 at 1 at the Commercial Hotel, Tyrel st, Bradford
- Leas, Edmund, Brierley hill, Stafford, Hay Dealer. Dec 23 at 3 at offices of Waldron, High st, Brierley hill
- Leese, John, Longton, Stafford, Hay Dealer. Dec 23 at 3 at offices of Tennant and Co, Chesapeake, Hanley
- Leveridge, Moses, Hockering, Norfolk, Farmer. Dec 20 at 10 at offices of Stanley, Bank place, Norwich
- Lewis, David, Pontyberem, Carmarthen, Innkeeper. Dec 23 at 11 at offices of Griffiths, St Mary's, Carmarthen
- Mander, John, Ansley, Warwick, Farmer. Dec 30 at 11 at offices of Bland, Bridge st, Nuneaton
- Mansfield, Frederick James, Aston-le-Walls, Northampton, Farmer. Dec 30 at 2.30 at offices of Munton and Stockton, High st, Babury
- Matthias, Hermann, Liverpool, Commission Agent. Jan 5 at 3 at offices of Bateson and Co, Castle st, Liverpool
- McKinnell, William, and John Kirkup, Middlesborough, Wine and Spirit Merchants. Dec 23 at 1.10 at Abbott's Hotel, York. Stubbs, Middlesborough
- Willington, Francis Plummer, York, Leather Salesman. Dec 30 at 11 at offices of Mann and Son, New st, York
- Moore, Daking Ireland, Deppford, Kent, Furniture Dealer, Dec 30 at 11 at offices of Machant and Purvis, George yd, Lombard st
- Moore, Henry Arthur, Bradley, Stafford, Farmer. Dec 24 at 12 at offices of Underhill, Darlington st, Wolverhampton
- Nelson, Robert, Scarborough, Fish and Game Dealer. Dec 24 at 12 at offices of Guy, Westborough, Scarborough
- Newman, William, Claville, Southampton, Mineral Water Manufacturer. Dec 27 at 14 at offices of Footner and Son, Andover
- Norton, John, Northampton, General Dealer. Dec 19 at 11 at the Peacock Hotel, Market sq, Northampton. Jeffery, Northampton
- Pawlett, John Thomas, Theddington, Leicester, Farmer. Dec 23 at 2 at the Bell Hotel, Leicester. Toyne and Co, Lincoln
- Peggon, Joseph, Stickeny, Lincoln, Publican. Dec 23 at 12 at offices of Milington and Simpson, Bargate, Boston
- Peck, Alfred, Liverpool, Bedding Manufacturer. Dec 29 at 3 at offices of Barrell and Co, Lord st, Liverpool
- Perry, John Henry, Broad st, Wholesale Mantle Manufacturer. Dec 19 at 3 at offices of Everett and Smith, Chesapeake, Warrwood st
- Purcell, John, Manchester, Boot and Shoe Manufacturer. Dec 23 at 12 at offices of Richardson and Son, Cross st
- Ray, John, Dudley, Tailor. Dec 23 at 3 at offices of Sheldon, High st, Wednesbury
- Richards, William, Queen's Park, Chester, Farmer. Dec 23 at 2.30 at the Albion Inn, General Railway Station. Bridgman and Co, Chester
- Ridge, Joseph, Sparkbrook, near Birmingham, Beer Retailer. Dec 23 at 3 at offices of Parry, Bennett's hill, Birmingham
- Rimmer, William, Scarabrook, Lancaster, Farmer. Dec 29 at 3 at offices of Barker and Clarke, London st, Southport
- Rollinson, John, and Edward Paterson, Barnsley, York, Boot and Shoe Dealers. Dec 23 at 11 at the Royal Hotel, Church st, Barnsley
- Roome, Josiah, Bexley, Kent, Builder. Dec 29 at 3 at offices of Allingham, Broad st
- Rowley, James, Jun., and Alfred Lyness, Stafford, Builders. Dec 24 at 1.15 at the George Hotel, Walsall, Bil, Walsall
- Russell, William James, High st, Notting hill, House Decorator. Dec 20 at 12 at Ridler's Hotel, High Holborn. Hope, Bell yard, Fleet st
- Sangster, Thomas Alexander, Woking, Surrey, Grocer. Dec 27 at 1 at the Borough and County Halls, Guildford. Geach, Guildford
- Shaw, Frank, Halifax, out of business. Dec 24 at 10 at offices of Rhodes, Horton st, Halifax
- Shether, Charles, Charterhouse buildings, Goswell rd, Leather Goods Manufacturer. Dec 24 at 3 at the Law Institution, Chancery lane
- Hughes, St B-n-et pl, Gracechurch st
- Shrewsbury, William, jun, Upwell, Norfolk, Farmer. Dec 23 at 1 at the Lamb Hotel, Bly. Wilkin, Furniva's inn, Holborn
- Sleson, Robert Naylor, Scarborough, Coal Merchant. Dec 23 at 3 at offices of Mitchell, St Nicholas st, Scarborough. Crowther, Scarborough
- Smith, Benjamin West, Heckington, Lincoln, Farmer. Dec 23 at 11 at the Peacock Hotel, Boston. Pease and Co
- Smith, Edwin Bryan, Wolverhampton, Mercantile Clerk. Jan 6 at 4.30 at offices of Jacques, Temple row, Birmingham
- Stephenson, Sampson, Bedford, York, Shoemaker. Dec 23 at 10 at offices of Wigmore, Exchange st, Driffield

Taylor, John Ward, and Frederick William Taylor, St Thomas the Apostle, Devon, Cabinet Makers. Dec 30 at 3 at offices of Gidley, Bedford circus, Exeter.
 Thomas, Joseph, Poligon, Cornwall, Farmer. Dec 29 at 11 at offices of Borsland and Co, Clarence st, Penzance.
 Thomson, William Cunningham, Barnston, Durham, Farmer. Dec 29 at 11 at the Incorporated Law Society, Newcastle-upon-Tyne. Lock-ham.
 Todd, Samuel, Sheffield, Ironmonger. Dec 24 at 11 at offices of Taylor, Norfolk row, Sheffield.
 Todd, England, Westhay, Somerset, Pig Dealer. Dec 29 at 11 at offices of Bullock, High st, Glastonbury.
 Todd, Edward, Gladstone pl, Horsey, Cheesemonger. Dec 19 at 5 at offices of Claxton, Bedford row, Ho born.
 Walker, William Bennick, King st, Southwark, Brush Manufacturer. Dec 19 at 2 at offices of Wright and Co, Adelaide bldg, London Bridge.
 Watson, Josiah, West Bromwich, Stafford, Engineer. Dec 30 at 11 at offices of Topham, High st, West Bromwich.
 Ward, Charlotte, Great Yarmouth, Snaek Owner. Dec 30 at 11 at offices of Clark, Regent st, Great Yarmouth.
 Ward, Richard Markrow, Repton, Derby, Publican. Dec 31 at 11 at the White Hart Hotel, Burton-on-Trent. Flint, Derby.
 Watson, George, Barkway, Hert, Licensed Victualler. Jan 9 at 3 at offices of Marshall, Chancery Lane.
 Wels, William, Cardiff, Boot and Shoe Maker. Dec 18 at 11.30 at offices of Williams and Williams, Church st, Cardiff. Jacob, Cardiff.
 Weatherhead, Robinson, Bishop Thornton, York, Farmer. Jan 5 at 11 at offices of Bateson and Hutchinson, Harrogate, York.
 Vesely, William Goein, High Ho born, China and Glass Dealer. Dec 30 at 2 at offices of Hindson and Co, Moorcase st.
 Whitford, William Henry, Falmouth, Cornwall, Boot Maker. Dec 29 at 12 at offices of Lane, Arwenack st, Falmouth.
 Winick, Roger, Pudsey, York, Publican. Dec 31 at 11 at offices of Tundillie, Bank st, Bradford.
 Wilson, Sidney, Weston-super-Mare, Somerset, Contractor. Dec 30 at 11 at offices of Parsons, High st, Bristol. Bakers and Co, Weston-super-Mare.
 Williams, John, Tern, Carnarvon, Pony Stand Proprietor. Dec 23 at 11 at offices of Webster, Rose hill st, Couway.
 Willis, Frederick, Devizes, Horse Dealer. Dec 23 at 11 at offices of Maeres, Nicholas st, Bristol.
 Wood, John, Grove lane, Camberwell, Builder. Dec 29 at 3 at offices of Lockyer, Hre-ham bldg, Basinghall st.
 Wyne, John, Handsworth Woodhouse, near Sheffield, Boot and Shoe Maker. Dec 24 at 11 at offices of Binns, Fig Tree chambers, Sheffield.
 Yensley, Henry, Andover, Grocer. Dec 29 at 3 at the White Hart Hotel, Andover. Lee and Co, Salisbury.

TUESDAY, Dec. 16, 1879.

Adly, Thomas, Fairbairn, York, Tailor. Dec 29 at 3 at the Red Lion Hotel, Pontefract. Kaberry.
 Alop, Edward Marriott, Northampton, Plumber. Dec 20 at 11 at the Peacock Hotel, Market sq, Northampton. Jeffery, Northampton.
 Ambler, John Raper, Eastbourne. Dec 30 at 12 at the New Inn, Eastbourne. Devrie and Edgeworth, Eastbourne.
 Arndel, Joseph, Pontefract, Tailor Chandler. Dec 30 at 3 at offices of Kaberry, Pontefract.
 Avery, James, Sidmouth, Devon, Grocer. Dec 30 at 12 at offices of Southcott, Old Post Office st, Bedford circus, Exeter, Radford.
 Bamber, Joseph, Foulton-le-Fyde, Lancaster, Tailor. Jan 7 at 11 at the Conny Court Offices, Winkley st, Preston. Banks, Blackpool.
 Balfour, John, Leadenhall st, Commission Agent. Jan 5 at 2 at the Guildhall Tavern, Gresham st, Silsberg, Cornhill.
 Bavan, James, Birmingham, Boot and Shoe Dealer. Jan 2 at 3 at offices of Wright and Hincks, Belvoir st, Leicester.
 Biele, Thomas, Jun, Rediald, Bristol, out of business. Dec 24 at 12 at offices of Esery, the Guildhall, Broad st, Bristol.
 Bishop, Alfred, Birmingham, Beer Retailer. Dec 27 at 10.15 at offices of East, Temple st, Birmingham.
 Blackwell, Henry Edward, Leeds, Draper. Dec 30 at 3 at offices of Brooks, Bond st, Leeds.
 Branson, John, Penny Stratford, Buckingham, Stone Mason. Jan 2 at 12 at the Swan Hotel, Newport Pagnell. Pull, Newport Pagnell.
 Breit, Henry Richard, and Richard Francis Williams, High Holborn, Wine Merchants. Jan 3 at 4 at the Inns of Court Hotel, High Holborn. Humphreys and Sons, Glitapur chambers, Holborn Viaduct.
 Caspman, Edward, Langham st, Portland pl, Mineral Water Manufacturer. Dec 30 at 12 at offices of Ranspon, Marylebone rd.
 Chase, Josiah, Birmingham, out of business. Dec 29 at 1 at offices of Weston, Moor st, Birmingham.
 Chaz, Samuel, Heywood, Lancaster, Coal Merchant. Dec 30 at 3 at offices of Ritson and Grundy, Princess st, Manchester. Bryan, Hindley.
 Collier, Samuel, Worcester, Coal Dealer. Dec 29 at 11 at offices of Tree and Son, High st, Worcester.
 Courtney, James, Exmouth, Devon, Builder. Jan 2 at 2 at offices of Southcott, Old Post Office st, Exeter. Vine, Exmouth.
 Cowburn, Thomas, Hindley, Lancaster, Innkeeper. Dec 29 at 11 at offices of France, Churchgate, Wigan.
 Croft, Ralph, and John Dale, Cardiff, Shipwrights. Dec 27 at 3 at offices of Williams and Williams, Church st, Cardiff. Downing, Cardiff.
 Cunneen, Francis Truscott, Helston, Cornwall, Ironmonger. Dec 29 at 11 at offices of Rogers, Helston.
 Dawson, Alfred Wedge, Birmingham, Saddler. Dec 29 at 3 at offices of Fallows, Cherry st, Birmingham.
 Day, Francis George, Locking, at Weston-super-Mare, Farmer. Dec 30 at 12 at offices of Reed and Co, Bridgewater.
 Deaghy, James, Chester. Dec 31 at 3 at offices of Ellis, Newgate st, Chester.
 Dingley, John, Colehill, Buckingham, Farmer. Dec 29 at 12 at the George Hotel, Chesham. Conquest and Clare, Bedford.

Exley, John Thomas, Rock Ferry, Chester, Tea Dealer. Dec 24 at 3 at offices of Thompson, Hamilton st, Birkenhead.
 Fewster, William Rhodes, Castleford, York, Printer. Jan 2 at 3 at offices of Richards, Pontefract.
 Fisher, James, Buckley, Flint, Butcher. Dec 29 at 2 at the Albion Hotel, nr Railway Station, Chester. Roper, Mold.
 Fidler, James, St Helen's, Lancaster, Builder. Dec 29 at 3 at offices of Harris and Gorst, Union ct, Liverpool. Barrow and Cook, St Helen's.
 Frye, William Hetherington James Boreford, Coventry, Coal Merchant. Dec 30 at 2 at offices of Minster, Trinity Churchyard, Coventry.
 Garside, Edwin, West Gorton, Lancaster, Coal Dealer. Jan 6 at 11 at offices of Trexewen, Ward's bldg, Deansgate, Manchester.
 Gentle, James, Walsworth, Herts, Licensed Victualler. Dec 30 at 12 at the Sun Hotel, Hitchin. Russel, Coleman st.
 Gilby, William, Lowestoft, Fish Merchant. Jan 8 at 3 at the Anchor Tavern, High st, Lowestoft. Winter and Fraacia, Norwich.
 Gill, Thomas Coldbeck, Ilkley, York, Saddler. Dec 29 at 3 at offices of Margaretson, Swan arcade, Bradford.
 Gladman, John, Staines, Builder. Dec 31 at 2 at offices of Horne and Engall, Clarence st, Staines.
 Goddard, Henry, Stonegrove Nursery, Edgeware, Nursery Gardener. Jan 5 at 11 at the Inns of Court Hotel, Holborn. Cummins, Union ct, Old Broad st.
 Godley, Luke, Tonbridge, Kent, no occupation. Dec 31 at 11 at offices of Burton, Dyott terrace, Tonbridge Wells.
 Goodwin, Thomas, Darlaston, Stafford, Farm Labourer. Dec 30 at 11 at offices of Booth, Funchall.
 Gould, Joshua Andrew, Newton Heath, nr Manchester, Serum Manufacturer. Jan 5 at 3 at offices of Garforth, Delamere st, Ashton-under-Lyne.
 Haddath, Richard, Millom, Cumberland, Builder. Dec 30 at 1 at offices of Dickinson, Millom.
 Halliwell, William, Littleborough, nr Rochdale, Lancaster, Cotton Waste Spinner. Dec 31 at 3 at offices of Grundy and Co, Booth st, Manchester.
 Hancock, James, Heywood, Lancaster, Butcher. Dec 24 at 10 at offices of Banks, Market pl, Heywood.
 Hardy, Jane Elizabeth, Sheffield, Upholsterer. Dec 29 at 12 at offices of Rogers and Co, Bank st, Sheffield.
 Harries, Neville, Swans, Tailor. Dec 27 at 1 at offices of Thomas, York pl, Swans.
 Harrison, William, Burslem, Stafford, Newsagent. Dec 29 at 11 at offices of Julian, Queen's chhrs, Burslem.
 Head, John, Eastbourne, Grocer. Dec 27 at 12.30 at Guildridge Hotel, Terminus rd, Eastbourne. Kirkland, Eastbourne.
 Hebblewhite, Sam, Pontefract, Boot Maker. Dec 29 at 3 at Queen Hotel, Boar lane, Leeds. Araniel and Sons.
 Hill, Frederick, Wolverhampton, Oil Manufacturer. Dec 26 at 1 at Acorn Hotel, Birmingham. Riley, Wolverhampton.
 Hirst, George, Shipley, York, Coal Merchant. Dec 29 at 11 at offices of Terry and Robinson, Market pl, Bradford.
 Holroyd, Joseph, Willenhall, Stafford, Fruiterer. Dec 30 at 11 at offices of Baker, Walsall st, Willenhall.
 Hole, Benjamin, Bristol, Painter. Dec 27 at 11 at offices of Esmy, the Guildhill, Broad st, Bristol.
 Holland, Thomas, Little Chester st, Belgrave, Builder. Jan 7 at 2 at offices of Hill, Mindrow lane.
 Holmes, George, Hulton Roof, Westmoreland, Farmer. Jan 5 at 11.30 at offices of Watson, Higgabate, Kendal.
 Holmes, Graham, Birmingham, Building Contractor. Dec 30 at 12 at offices of Bisco, New st, Birmingham.
 Horlor, Joseph, Harleston terrace, Harleston Green, Grocer. Dec 31 at 2 at offices of Philp, Walbrook.
 Hughes, Edward, Llangernien, Denbigh, Farmer. Jan 3 at 3 at the Bull Inn, Abergele. Roberts, Rhyl.
 Hulbert, Joseph William Wake, Chippenham, Wilts, Plumber. Dec 30 at 11 at the Angel Hotel, Chippenham. Penniger and Co, Chippenham.
 Humphreys, Thomas, Hastings, Tailor. Jan 5 at 1 at the Bridge House Hotel, London Bridge. Onalinder, Hastings.
 Jackson, Arthur Edward, Old Kent rd, Meat Salesman. Dec 27 at 12.30 at offices of Hucker and Andrews, Princess st, Spitalfields.
 Jenkins, Charles Henry, and Alwyn Edmund Jenkins, Warwick, Ironfounders. Dec 30 at 12.30 at the Queen's Hotel, Stephenson pl, Birmingham. Wilkinson and Gillespie, Walsall.
 Jones, Hugh, Borthyn, Denbigh, Commission Agent. Dec 31 at 11 at the Wynnstey Arms Hotel, Ruthin. Edward, Ruthin.
 Kay, Thomas James, Bolton, Lancaster, Builder. Dec 29 at 3 at the Swan Hotel, Bradshawgate, Bolton. Dowling and Urry, Bolton.
 Kelway, Cornelius Edward, Raiton rd, Brixton, Merchant's Clerk. Dec 23 at 2 at offices of Rawlings and Wright, Railway Approach, London Bridge. Gruber, Railway Approach.
 Kemp, Henry Friddington, North E Kingston, Lincoln, Farmer. Dec 23 at 11 at the Mason's Arms, Louth. Grange and Winteringham, Great Grimby.
 Knowles, John, South Stainley, York, Farmer. Dec 29 at 12 at offices of Powell and Co, Albert st, Harrogate.
 Larcome, Solomon Bridger, Stape Hill, Dorset, Cattle Dealer. Jan 2 at 3 at the King's Head Hotel, Wimbourne Minter. Trevaunton, Poole.
 Larking, Jabez, Tunbridge, Kent, Farmer. Dec 29 at 12.30 at offices of Knecker, London rd, Sevenoaks.
 Laythorpe, William, Sunderland, Durham, Coal Exporter. Dec 29 at 2 at offices of Hawell and Marshall, John st, Sunderland.
 Letheren, Henry John, Exeter, Saddler. Dec 31 at 11 at offices of Huggins, Paul st, Exeter.
 Lubin, John, Bristol, out of business. Dec 27 at 12 at offices of Esery, the Guildhall, Broad st, Bristol.
 McGowan, Annie, Maddox st, Miliner. Dec 30 at 3 at offices of Kingdom, Lawrence lane, Cheap-side.
 Mackenzie, John, Waterloo, Northumberland, Master Mariner. Dec 24 at 11.30 at the offices of Gillespie and Co, O sea House Chambers, Westgate, rd, Newcastle-upon-Tyne. Pardy, Morpeth.
 Margotta, Harry Frank, Croydon, Surrey, Hotel keeper. Jan 7 at 1 at the Greyhound Hotel, Croydon. Parry, Croydon.

Massey, William, jun, Thanet place, Strand, out of business. Jan 2 at 12 at offices of Boote and Edgar, Booth st, Manchester. Englefield and Co. Little Trinity lane

Matthews, William, Leverington, Cambridge, Farmer. Dec 30 at 11 at offices of Olland, York row, Wimbach

Maxted, William, Nottingham, Provision Dealer. Dec 29 at 2.30 at the Creditors' Association, Arthur st East. Reynolds, Furnival's inn

McCleary, John, Hereford, Travelling Draper. Jan 1 at 11.30 at offices of Garrold, Widemarsch st, Hereford

McCutcheon, Frederic George, Princes's sq, Baywater, Licensed Victualler. Jan 8 at 2 at offices of Nash and Field, Queen st, Chapsde

Moon, Henry, Wymondham, Leicester, Steam Cultivator. Dec 31 at 2 at offices of Fowler and Co, Grey Friars chambers, Friar lane, Leicester

Moore, Archibald Barrett, Manchester, Merchant. Dec 29 at 12 at offices of Briddon, Chancery pl, Manchester. Bryan, Hindley

Moorhouse, William, Burnley, Lancashire, Ginger Beer Manufacturer. Dec 29 at 3 at offices of Artindale and Artindale, Hargreaves st, Burnley

Newbitt, John, Doncaster, Boot Dealer. Jan 5 at 1 at offices of Ellis, St George gate, Doncaster. Burdick and Co

Orton, Albert, Clatham, Baker. Dec 30 at 2 at offices of Wood and McLeell-n, High st, Rochester

Parrott, J-bez Henry, Ashton-under-Lyne, Fruiterer's Assistant. Dec 29 at 3 at the Clarence Hotel, Piccadilly, Manchester. Harris, Manchester

Patterson, John, Gateshead, Durham, Builder. Dec 24 at 2 at offices of Wallace, Hutton chambers, Pilgrim st, Newcastle-upon-Tyne

Pilkington, James, Wakefield, York, out of business. Dec 30 at 3 at offices of Kemp, Barstow sq, Wakefield

Pinder, Joseph Bourne, Barnum, Stafford, Commission Agent. Dec 29 at 10.30 at offices of Ellis, Market place, Barnum

Pinkstone, George, Tiverton, Devon, Saddler. Jan 5 at 10 at offices of Cockram, Bampton st, Tiverton

Potter, George, Darlington, Durham, Builder. Dec 27 at 11 at the Trevelyan Hotel, Darlington. Trotter, Stockton-on-Tees

Pratt, John, Birmingham, Fish Dealer. Dec 31 at 11 at offices of Simmons, Bennett's hill, Birmingham

Pretejohn, Samuel Logan, East Portsmouth, Devon, Farmer. Dec 30 at 1 at the King's Arms Hotel, Kingsbridge. Hurrell, Kingsbridge

Price, George, Abington-on-Medlock, Beer Retailer. Dec 30 at 3 at offices of Horner and Son, Clarence st, Manchester

Raper, Mark Nowl-on, Flaxton, York, Tailor. Dec 27 at 10 at offices of Crumbe, Stonegate, York

Reece, James, Hereford, Wheelwright. Jan 1 at 10.30 at offices of Garrold, Widemarsch st, Hereford

Rhodes, John William, Huddersfield, Mill Manager. Dec 29 at 11 at offices of Ainley and Hall, New st, Huddersfield

Richie, Thomas Hamilton, High st, Homerton, Costume Manufacturer. Dec 30 at 3 at offices of Widdcombe, Metropolitan chambers, Broad st

Roper, William Henry, Langton Herring, Dorset, Yeoman. Jan 5 at 11 at Crown Hotel, Weymouth. Weston, Dorchester

Sheldon, Samuel, Stockenchurch, Oxford, Farmer. Jan 1 at 3 at offices of P-cker and Wilkins, Easton st, High Wycombe

Shergold, Joseph, Grovely Wood, nr Salisbury, Farmer. Dec 30 at 11 at offices of Nodder, City chhrs, High st, Salisbury

Sidwell, S-muel, Coventry, Licensed Victualler. Dec 30 at 12 at Craven Arms Hotel, Coventry. Neale

Simmons, Alfred James, Hereford, Gloucester, Baker. Dec 23 at 12 at offices of Esery, Guildhall, Broad st, Bristol

Skinner, Henry John Hunt, Bishopgate st Within, Clerk. Dec 30 at 2.30 at offices of Blewitt and Tyler, Gracechurch st

Slight, Henry, Old Leake, Lincoln, Shopkeeper. Dec 30 at 12 at offices of Thomas, Emery lane, Boston

Smeeton, John, Brixton rd, Florist. Dec 31 at 3 at offices of Kisch and Co, Chancery lane

Smith, John William, Glenfield, Leicester, Boot Manufacturer. Dec 29 at 3 at offices of Losely and Co, Market pl, Leicester

Smyth, Reuben, Aldenham, Here, Coal Merchant. Dec 23 at 3 at Castle Hotel, Tamworth. Darnant, Bonchurch

Street, James Elton, Lancaster, Coal Dealer. Dec 24 at 3 at offices of Anderson and Donnelly, Garden st, Bury

Strenz, Joseph, Chase Town, near Lichfield, Grocer. Jan 1 at 11 at offices of Sheldon, High st, Wednesbury

Sumner, Thomas, Bolton, Lancaster, Beer-seller. Dec 29 at 3 at offices of Rutter and Finney, Mawdsley st, Bolton

Tensdale, John, Lofthouse Gate, near Wakefield. Dec 29 at 3 at offices of Lake, Scutthgate, Wakefield

Thomas, William, Plasgwyn, Boddleget, Carnarvon, Joiner. Jan 2 at 3 at the Sportsman Hotel, Portmadoc. Owen, Carnarvon

Tidman, Daniel, Old Ford rd, Bow, out of business. Dec 29 at 11 at offices of Ody, Blackman st, Southwark

Toser, Arthur Davis, Teddington, Oak and Scull Maker. Dec 31 at 1 at offices of Fowler, Borough High st

Two-dale, James, Rochdale, Lancaster, Cotton Spinner. Dec 29 at 2.30 at offices of Brierley, Butt's avenue, Rochdale

Wakley, John James, and Francis Jethro Woolsey, Bristol, Builders. Dec 30 at 2 at offices of Milne and Co, Galedonian chmbrs, St Stephen's avenue, Clare st, Bristol. Russell and Co, Bristol

Ward, William Stiles, Market Harborough, Leicester, Carpenter Dec 31 at 11 at the Sheep Market, Market Harborough

Webb, Henry, St George, Gloucester, Oil and Colour Man. Dec 24 at 2 at offices of Esery, the Guildhall, Broad st, Bristol

Wilkinson, John, Burnley, Lancaster, Machinist. Dec 31 at 3 at Rawlinson's Commercial Hotel, St James' row, Burnley. Baldwin and Procter, Burnley

Wilkinson, William Henry, City rd, Hatter. Dec 29 at 3 at Muller's Hotel, Ironmonger lane. Downing, Basinghall st

Williams, Charles, Birmingham, Wholesale Milliner. Dec 27 at 10.30 at offices of Green, Waterloo st, Birmingham

Witchell, Samuel Brown, Aberdeen, Boot and Shoe Manufacturer. Dec 31 at 1 at the Great Western Hotel, Birmingham. Corner, Hereford

Withington, Thomas Swann, Boot and Shoe Manufacturer, Bristol. Jan 7 at 2.30 at the offices of Stanley and Co, Royal Insurance bldgs, Corn st, Bristol

Wrightson, Charles James, Pemberton terrace, Upper Holloway, Lentilla Manufacturer. Jan 1 at 3 at offices of Finch, Borough High st

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